DISCOVER Power of Attorney Instructions

To add an Attorney-in-Fact to an account, please make sure the items below are sent to us. We will not be able to process incomplete forms.

Step 1 Provide your Power of Attorney documentation

- A copy of the Power of Attorney ("POA"). If you do not have a Power of Attorney, please contact your legal advisor to have one created.

  Please note that if the deposit accounts are owned by a formal trust, the POA must provide adequate authority for the Attorney-in-Fact to act on behalf of a Trustee.

(If Required by the POA)

- A Letter from the Accountholder/Principal's physician confirming the Accountholder/Principal is incapacitated.
- If a person listed as a successor or Attorney-in-Fact is acting, a copy of a doctor's note, death certificate, or resignation letter for the prior or Attorney-in-Fact named on the POA.

Step 2 Fill out the Enclosed forms

- A signed and notarized Power of Attorney Affidavit signed by the Attorney-in-Fact and
- A completed Attorney-in-Fact Information form

Step 3 Photocopy the front and back of a current and valid driver's license or state ID for the Attorney-in-Fact

- If other ID Verification options are needed, please call us.

Step 4 Submit the completed forms and documents to Discover via your preferred method.

- **By Secure Document Upload:** Available at Discover.com
- **By Mail:** Discover, P.O. Box 30416, Salt Lake City, UT 84130
- **By Fax:** 1-224-813-5220

You will be notified by mail once we process your request. If you have questions, call us at 1-866-515-5283.
Our customer service team is available Monday – Friday: 8:00 AM – 10:00 PM ET, and Saturday – Sunday 10:00 AM – 6:30 PM ET.

Customer Information:
To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify and record information that identifies each individual and entity that opens an account.

What this means for you:
When opening an account, we may ask you to provide your name, address, Social Security number or other Taxpayer Identification Number ("TIN"), and other information that will help us to identify you. You may also be asked to provide a driver's license, state ID card or other identifying documents.

POWER OF ATTORNEY AFFIDAVIT BY ATTORNEY-IN-FACT

I,_____ , under the penalty of perjury, state as follows:
(INSERT NAME OF ATTORNEY-IN-FACT)

On _____ , _____ as
(INSERT DATE OF POWER OF ATTORNEY) **(INSERT NAME OF PRINCIPAL)**

principal (the "Principal") did appoint me as his/her true and lawful Attorney-in-Fact, and that attached to this Affidavit, is a true copy of the executed Power of Attorney.

As of the date of this Affidavit, to the best of my knowledge, the Principal is alive, the Principal had the capacity to execute the Power of Attorney, the Power of Attorney has not been revoked or terminated, or the powers amended, and the Power of Attorney is in full force and effect.

If the Power of Attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred.

If I was named as a successor Attorney-in-Fact, the prior agent(s) is(are) no longer able or willing to serve. I will exercise the powers granted to me as Attorney-in-Fact for the benefit of the Principal.

I will not exercise the powers in the Power of Attorney, with respect to the Discover, a division of Capital One, N.A., (Discover) deposit accounts, after I receive notice that the Power of Attorney has been revoked or terminated or the relevant powers changed, whether due to the Principal's death or otherwise. As to Discover, the attached Power of Attorney will remain in full force and effect until such time as appropriate written notification of death, termination, revocation or significant modification is received by Discover from me, the Attorney-in-Fact or the Principal.

I agree to abide by the terms of the Accountholder's Deposit Account Agreement, as may be amended from time to time, and to provide such information as Discover may require to allow me access to the Principal's deposit account(s).

I am making this Affidavit for the purpose of inducing Discover, in reliance on this Affidavit, to accept the Power of Attorney and allow me access to deposit account(s) of the Principal in my capacity as Attorney-in-Fact for the Principal.

I, for myself individually and as Attorney-in-Fact, agree to indemnify, defend and hold harmless Discover and its parent companies and affiliates, and their respective officers, directors, employees, agents, successors, and assigns (collectively, "Indemnified Parties") from and against any and all losses, liabilities, claims, damages, and costs (including but not limited to reasonable attorneys' fees) directly or indirectly resulting or arising out of any actions taken by the Indemnified Parties at my direction or transactions conducted by me and permitted by the Indemnified Parties in reliance on this Affidavit, that are not authorized by the Power of Attorney at the time the action is taken or transaction conducted.

By signing this form, I certify that the above statements and any and all account information and disclosures made by me are true and accurate.

_____
(ATTORNEY-IN-FACT SIGNATURE)

_____
(DATE)

DISCOVER® **ATTORNEY-IN-FACT INFORMATION**

Establish Attorney-in-Fact on the following account(s):

☐ All ☐ Specific (list Account numbers below):

Account number	Account number	Account number
Account number	Account number	Account number

First Name	Middle Name	Last Name

Street Address (P.O. Boxes not accepted)	City	State	Zip Code
Mailing Address (If different from above address)	City	State	Zip Code

SSN or TIN*	Date of Birth	Mother's Maiden Name

Primary Phone Number** check one ☐ Mobile ☐ LandLine

Email Address (optional)

***You agree Discover, a division of Capital One, N.A., (Discover), its affiliates, and agents ("Discover") may call you, including texts, about any current or future accounts and applications for which you serve as an Attorney-in-Fact or of your own, with respect to all products you have with Discover at any phone number you provide. In addition, you agree Discover may contact you using an automatic dialer or pre-recorded voice message. Message and Data rates may apply.*

Occupation

Employer

Employment Status (Select which most applies):

☐ Full-time ☐ Part-time ☐ Self-employed ☐ Homemaker ☐ Student ☐ Retired ☐ Unemployed

☐ Other (Please specify) _____

Are you a U.S. Citizen? ☐ Yes ☐ No If No, what is your Country of Citizenship? _____

If you are not a U.S. Citizen, are you a permanent resident? ☐ Yes ☐ No

(If you select No, please note that at this time we are only able to process applications for U.S. Citizens and Permanent Residents.)

Notarization Required

State of

County of

This affidavit was subscribed and sworn to before me this _____ Day _____ Month _____ Year

by Attorney-in-Fact Name

(Seal)

X

Signature of Notary Public

My commission expires: _____

*Employer Identification number ("EIN"), Social Security number ("SSN") or Individual Taxpayer Identification number ("ITIN") as applicable.

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Important Changes to the Discover Deposits Account Agreement

The following changes to the Deposit Account Agreement will be effective on October 8, 2026. The changes described below impact Discover Money Market Accounts. Please review the August 18, 2026 Notice of Change in Terms sent to all Money Market Account holders ("Notice") for additional information. If you would like an additional copy of the Notice or agreement contact us at 1-800-347-7000.

Section 1 Definitions/Introduction

The definition of "Debit Card" is revised to read:

"Debit Card" means a Discover Cashback Debit Account Debit card or a Discover Personal Checking Account Debit Card;

Section 5 (b) Money Market Accounts and Savings Accounts

This section is revised to read:

"Your Money Market Account or Savings Account earns interest at interest rates established by us on a daily basis. Money Market Account interest rates and APYs are based on your Account balance. At our discretion, we may change the interest rate and APY on your Money Market Account or Savings Account at any time. Any change in the interest rate and APY will be effective on the date of such change. Interest is accrued daily after debits and credits are posted to your Account."

Section 10 (a) (i) Adding Money to your Account:

The last bullet in this section is revised to read:

"Using the Add Cash service to add cash to your Cash Debit, or Personal Checking at participating merchant retail locations (see Section 13 for additional details about the Add Cash service) "

Section 13 (a) Debit Card Transactions:

The second sentence in this section is revised to read:

"Subject to limitations set forth in Section 13(d) and to limitations set by the ATM owner or merchant, you may use your Debit Card in the following ways: "

Section 13 (a) (i) Debit Card Transactions:

This section is revised to read:

" At an ATM, you may use your Debit Card and PIN to withdraw cash from your Cashback Debit Account or Personal Checking Account. Your PIN is required for ATM cash disbursements as a means of validating your identity. "

Section 13 (a) (iv) Debit Card Transactions:

This section is revised to read:

"Add cash to your Cashback Debit Account or Personal Checking Account with your contactless Debit Card at participating retail merchant locations using the Add Cash service. There is no fee for this service. Transaction limits may apply."

Section 13 (d) Debit Card Limits:

The last bullet in this section is revised to read:

"If you utilize the Add Cash Service to add cash to your Cashback Debit Account, each transaction must be at least $20. The maximum amount of cash that can be added per transaction through the service at participating retail locations is $1,000 in all states except Arizona and New Mexico. In Arizona and New Mexico, the per transaction limit is $999.99. Within a 24-hour window, customers can add up to $1,000 in all states except Arizona and New Mexico. In Arizona and New Mexico, the limit per 24-hour window is $999.99. Additional limits include 7 transactions or $7,000 in cash added per rolling 7 days and 20 transactions or $20,000 in cash added per calendar month."

Section 27 (d) Documentation of Transfers:

The first bullet in this section is revised to read:

"Terminal Transfers (i.e., ATMs): You can get a receipt at the time you make any transfer/withdrawal from your Cashback Debit or Personal Checking using an ATM or POS terminal. Save this receipt in order to reconcile your Account and/ or to report any discrepancies or malfunctions."

Effective May 17, 2026, the following changes will be effective in the Deposit Account Agreement:

Section 15 Funds Availability (HOLDS): The first row of the Funds Availability Charts will be updated to show that checks drawn on Capital One when deposited in person will receive the same funds availability as checks drawn on Discover. Additionally, row three was added to clarify checks drawn on Capital One not deposited in person have no change.

Existing Customer Funds Availability Chart

Type of Deposit	How Deposit is Made*	Business Day of Deposit	Business Day 1 after Deposit Date	Business Day 2 after Deposit Date	Business Day 5 after Deposit Date
Checks drawn on Discover/ Capital One	Made in person		Full amount of the deposit		
Checks drawn on Discover	Not made in person			Full amount of the deposit	
Checks drawn on Capital One	Not made in person	First $275 of the deposit		Next $6,450 of the deposit	Remainder
U.S. Treasury Checks	Made in person		Full amount of the deposit		
	Not made in person		Up to $15,000 of the deposit		Remainder
Special Check Types**	Made in person		Full amount of the deposit		
	Not made in person	First $275 of the deposit		Next $6,450 of deposit	Remainder
Other Checks	Made in person	First $275 of the deposit		Remainder	
	Not made in person	First $275 of the deposit		Next $6,450 of the deposit	Remainder

New Customer Funds Availability Chart

Type of Deposit	How Deposit is Made*	Business Day 1 after Deposit Date	Business Day 2 after Deposit Date	Business Day 5 after Deposit Date
Checks drawn on Discover/ Capital One	Made in person	Full amount of the deposit		
Checks drawn on Discover	Not made in person		Full amount of the deposit	
Checks drawn on Capital One	Not made in person			Full amount of the deposit
U.S. Treasury Checks	Made in person	Full amount of the deposit		
	Not made in pe rson	Up to $6,725 of the deposit		Remainder
Special Check Types**	Made in person	Full amount of the deposit		
	Not made in person	First $275 of the deposit	Next $6,450 of the deposit	Remainder
Other Checks	Made in person			Full amount of the deposit
	Not made in person			Full amount of the deposit

Deposit Account Agreement

Questions about your Account?

	Call us	Visit our website
General	1-800-347-7000	Discover.com

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DISCOVER®

Thank you for choosing Discover®. This Deposit Account Agreement includes the terms and conditions you need to know about your Discover Deposit Accounts. Even if this Agreement contains terms for products, features, or processes, it does not obligate us to offer any of those or limit our ability to make changes to them.

Please read this Agreement carefully. This Agreement covers, among other things:

- Our obligations to you
- Your obligations as an Accountholder
- How we may amend the Agreement and send you notices and disclosures
- Your agreement to waive a jury trial
- Your agreement to arbitrate disputes by binding arbitration (and your right to reject arbitration)
- Your agreement to waive your class-action rights
- Limitations on our liability to you
- Our mutual agreement that Virginia law will control this Agreement

You can call our knowledgeable customer service team at 1-800-347-7000. Our customer service agents are available to answer your questions, explain things, and take the time to help you find ways to make the most of your money.

Deposit Account Agreement

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DEPOSIT ACCOUNT AGREEMENT

(1) DEFINITIONS/INTRODUCTION

The following is a list of terms used throughout this Deposit Account Agreement ("Agreement"):

"we," "us," "our" and "Discover" refer to Discover®, a division of Capital One, N.A.;

"you," "your" and "Accountholder" refer to each person or entity in whose name an Account is held or who has authority to operate the Account, as well as any permitted assignee or successor in interest to the Account;

"Account" means your Discover® Certificate of Deposit Account ("Non-IRA CD Account"), Discover Individual Retirement Arrangement Certificate of Deposit Account ("IRA CD"), Discover Cashback Debit Checking Account (online only, also referred to as "Cashback Debit Account"), Discover Personal Checking Account, (branch only, also referred to as "Personal Checking Account"), Discover Money Market Account ("Money Market Account"), and/or a Discover Savings Account ("Savings Account," which includes Discover IRA Savings, Discover Statement Savings Account (branch only), and Discover Online Savings Account (online only), as applicable);

"Branch" means the Discover retail banking office in Greenwood, Delaware;

"Business Days" are Monday through Friday, excluding Federal Reserve Bank holidays;

"CD" includes both "Non-IRA CD Account" and "IRA CD Account," unless otherwise specified;

"Checking" includes both "Cashback Debit Account" and "Personal Checking Account," unless otherwise specified;

"Debit Card" means a Discover Cashback Debit Account Debit Card, a Discover Personal Checking Account Debit Card, or a Discover Money Market Account Debit Card;

"EFT" means Electronic Fund Transfer;

"Existing Customer" means a customer who has a Discover Checking, Savings Account or Money Market Account open and funded for at least 30 days;

"IRA" includes an IRA CD and an IRA Savings Account, unless otherwise specified;

"New Customer" means a customer who has not had a Discover Checking, Savings Account or Money Market Account open and funded for at least 30 days;

"Taxpayer Identification Number" ("TIN") means an identification number used by the Internal Revenue Service (IRS). For the purposes of this Agreement, the term includes Social Security number ("SSN"), Employer Identification Number ("EIN"), and Individual Taxpayer Identification Number ("ITIN").

This Agreement, together with any amendments or addendums to these terms and conditions or other agreements, with respect to specific products or services that we provide you concerning your Accounts and services, governs your Accounts with Discover. Please read and keep this Agreement for your records. You agree to use your Accounts only for personal, family or household purposes and not for business or other non-personal purposes. You accept this Agreement as described in Section 3. This Agreement supersedes any prior agreements or communications that you may have had with us. The headings contained herein are provided for convenience only and are not substantive terms. Your Account is subject to applicable clearinghouse rules. Your Account is being opened in and is located in Delaware. Except where noted, your Account and this Agreement are governed by Virginia and Federal law. If Virginia and Federal law are inconsistent, or if Virginia law is preempted by Federal law, then Federal law governs. **You may reject the Arbitration of Disputes as set forth in Section 35, including the waiver of your right to a jury trial. You must follow the procedures set forth in Section 35 if you want to reject the arbitration agreement.**

(2) CUSTOMER INFORMATION AND ELIGIBILITY

(a) Customer Information

To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify, and record information that identifies each individual and entity that opens an Account.

What this means for you:

When opening an Account, we will ask you to provide your name, U.S. physical address (no P.O. Boxes), Social Security number ("SSN") or Employer Identification Number ("EIN"), Date of Birth for individuals, and other information that will help us to identify you. You may also be asked to provide a copy of your driver's license, state ID card, or other identifying documents.

It is your responsibility to maintain and promptly update any changes in the identifying information you provided to us at Account opening or during the time your Account is open. Some identifying information, such as physical address, mailing address, phone number, and email address, can be updated online through the Account Center or you can update this information by calling us at 1-800-347-7000.

(b) Eligibility

(i) To open a new Account, each Account owner must be a U.S. citizen, U.S. resident alien or other U.S. person and at least 18 years old, and have a valid SSN or EIN and a valid physical U.S. address. To open an Account under the Delaware Uniform Transfer to Minors Act, you must be at least 21 years old.

(ii) You (for joint Accounts, the Primary Accountholder as defined in Section 3) are required to be Account Center registered to maintain your Cashback Debit Account. Failure to register and maintain registration in the Account Center will result in the closure of your Cashback Debit Account.

(iii) We do not open or maintain Accounts for customers with foreign tax status (e.g., W-8 filing status). We only open and maintain Accounts for consumers who can certify their W-9 status. If you notify us that you are no longer eligible to W-9 certify, we will close your Accounts as described in Section 24.

(iv) There may be additional eligibility requirements imposed at our discretion. We reserve the right to decline to open an Account for you for any lawful reason.

(3) AGREEMENT ACCEPTANCE/W-9 CERTIFICATION

As a condition to open and maintain an Account with us, you must do the following:

(i) Indicate your acceptance of the Agreement.

a. For Accounts opened online, acceptance of the Agreement is included as part of the online application.

b. For Accounts opened by phone, fax, mail or at the Branch, the acceptance of the Agreement can either occur online for eligible Accounts, on the Signature Card, or on the application. We must receive your acceptance of the Agreement before any debits, including withdrawals, are permitted on your Cashback Debit Account, Personal Checking Account, Online Savings Account, Statement Savings, Money Market Account or Non-IRA CD Account.

c. You also accept the Agreement by opening or using the Account.

(ii) Complete W-9 Certification. If we do not receive a completed W-9 certification from the Accountholder whose name appears first on the Account ("Primary Accountholder") or already have an applicable signed W-9 on file, the Account(s) may be subject to backup withholding, as set forth in Section 8(b), or we may close the Account(s) and return the funds to you, without interest, by mail or other reasonable means as determined by us and you will not be entitled to any special incentives that may have been offered to you for opening your Account.

a. For Accounts opened online, W-9 certification is included as part of the online application, as needed.

b. For Accounts opened by phone, fax, mail or at the Branch, W-9 certification can either occur online for eligible Accounts, on the Signature Card or on the application.

(iii)(a) *New IRA Plans*: (1) If you open a new IRA Plan(s), you will have 60 days starting with your IRA application date to return the correctly and fully completed IRA application and Signature Card ("IRA Documents"). You will have an additional 60 days from the date we receive the completed IRA Documents to return the IRA contribution form(s) ("Contribution Form(s)") and fund your IRA. If we do not receive the signed IRA Documents within 60 days from your application date, or if we do not receive the Contribution Form(s) and funding within 60 days from the date we receive the signed IRA Documents, your application will be deemed abandoned and your IRA will not be opened. If you provided ACH funding instructions or internal transfer funding instructions during the IRA application process, those instructions will be executed once the correctly and fully executed IRA Documents and Contribution Form are received by us. Any type of contribution received prior to our receipt of the IRA Documents and Contribution Form will be returned. However, if a check is received prior to the receipt of the IRA Documents or the Contribution Form, we will hold it for up to 30 days. If the correctly and fully executed IRA Documents and Contribution Form are not received, the check will be sent back to the address noted on the application after 30 days. IRA funding checks will not be deposited, and no interest will be paid until the IRA is opened. We are entitled to a reasonable amount of time after receipt of your IRA Documents and Contribution Form to process them, open your IRA, and post your contribution. (2) If you revoke a new IRA Plan(s), you will have 10 days from the date we receive your fully completed IRA application. If you choose to revoke your IRA Plan during those 10 days, we will close all of your IRA Accounts in the revoked IRA Plan and return any funds to you without interest. For IRA CD Accounts, we will also waive the applicable Early Withdrawal Penalty.

(b) *For Existing IRA Plans*: If you open an IRA under an existing IRA Plan, you will have 60 days starting with the application date to return the Signature Card and Contribution Form and fund your IRA. If we do not receive the signed Signature Card, signed and correctly completed Contribution Form, and funding within 60 days starting with the application date, your application will be deemed abandoned, and your IRA will not be opened. If you provided ACH funding instructions or internal transfer funding instructions during the application process, those instructions will be executed once the correctly and fully executed Signature Card and Contribution Form are received. Any type of contribution received prior to our receipt of the Signature Card and Contribution Form will be returned. However, if a check is received prior to the receipt of the Signature Card and Contribution Form, we will hold it for up to 30 days. If the correctly and fully executed Signature Card and Contribution Form are not received, the check will be sent back to the IRA Plan mailing address after 30 days.

We are entitled to a reasonable amount of time after receipt of your Contribution Form and contribution to process them, open your IRA, and post your contribution to it.

(c) If you open a new IRA Plan or a new IRA under an existing IRA Plan for a prior year contribution, all documents, including the correctly completed IRA application, Signature Card and Contribution Form, must be returned to Discover, along with the prior year contribution, and received and processed by us by the tax filing deadline. We are entitled to a reasonable amount of time after receipt to process your prior year's

contribution and post it to your IRA. If funding via check, the check must be postmarked on or before the tax filing deadline.

(iv) For Formal Trust Accounts, as defined in Section 6(c)(i), we must receive a correctly and fully completed Formal Trust Account Application and Trustee Certification Form ("Trust Documents") before we will open your Account. If a check is received prior to the receipt of the correctly and fully completed Trust Certification Form, we may hold it for up to 30 days. If the correctly and fully completed Trust Documents are not received, the check may be returned. Formal Trust Account funding checks will not be deposited and no interest will be paid until the Formal Trust Account is opened.

(4) FDIC INSURANCE

Funds in Discover Accounts are insured by the Federal Deposit Insurance Corporation ("FDIC") to the maximum allowed by law. For more detailed information on FDIC insurance coverage, contact the FDIC directly by visiting www.fdic.gov or by calling 1-877-ASKFDIC (1-877-275-3342).

(5) INTEREST

- Interest is compounded daily, credited monthly and calculated on a 365-day basis for interest-bearing Accounts.
- We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to the balance in the Account each day.
- If we receive your deposit before your Non-IRA Savings, Money Market or Non-IRA CD Account is opened, interest will begin to accrue on the deposit on the Business Day your Account is opened. Once an Account is opened, interest begins to accrue on a deposit on the Business Day we receive your deposit.
- For contributions to an IRA under an IRA Plan, interest begins to accrue on a contribution on the Business Day we post the contribution to your Account. See Section 3(iii) for additional information regarding opening an IRA and a new IRA Plan and Section 10(f) regarding contributions to an IRA Savings Account.
- For internal transfers to interest-bearing Accounts, interest will begin to accrue on the next Business Day if the internal transfer is completed on or after 10 p.m. (ET).

(a) Certificates of Deposit

(i) Non-IRA CD Accounts

- The maturity date or term, interest rate and annual percentage yield ("APY") in effect on your application date for your Non-IRA CD Account will be disclosed to you at the time of application. However, the maturity date, interest rate and APY on your Non-IRA CD Account will be determined and the interest rate will be fixed based on your funding date, not your application date.
- Once we receive funding for your Non-IRA CD Account, your interest rate and APY will be determined as of the date of receipt of the funds and the interest rate will be fixed for the term of the Non-IRA CD Account.
- If we receive your Non-IRA CD Account funding within ten (10) days starting with the date that your application is submitted, your Non-IRA CD Account interest rate and APY will be the highest of the interest rates we offered (applicable to your Non-IRA CD Account) on either: (1) the date you submitted your application, (2) the date your Account was opened, or (3) the date we received your funding. If we receive your funding more than ten (10) days (including your application date) after your application date, your Non-IRA CD Account interest rate and APY will be the interest rate and APY we offer (applicable to your Non-IRA CD Account) on the date we receive the funding. Please note, even though you are provided with an Account number to facilitate funding, and you may receive communications thanking you for opening an Account, the Account is not considered open until we receive the funding for the Account.
  - The interest rate, APY and maturity date for your Non-IRA CD Account will be confirmed in your Welcome Kit.
  - You will have 45 days to fund your Non-IRA CD Account starting from the date you apply for the Account.

(ii) IRA CD Accounts

- Your IRA CD Account maturity date and interest rate are fixed for the term of your IRA CD Account.
- Your IRA CD Account interest rate and APY are determined at the later of when (i) a correctly completed IRA application, Signature Card, and Contribution Form have been received by us and (ii) your IRA CD Account has been funded.
- We will send you written confirmation of the interest rate, APY, and maturity date of your IRA CD Account after it is opened and funded.

(iii) Interest Earned During the Grace Period

Interest will not accrue during the Grace Period (as defined in Section 19); however, if some or all of your CD is renewed, a catch-up accrual will be processed at the end of your Grace Period for interest earned at the interest rate that was in effect on the date your CD matured (the "CD Renewal Rate"). The catch-up accrual will be calculated as follows:

a. If your CD renews automatically (the default setting) or as a result of your affirmative instructions, interest at the CD Renewal Rate will be applied to the amount of your renewed CD at the end of your Grace Period retroactively to the start of your Grace Period.

b. If a partial withdrawal is made during the Grace Period, the withdrawn funds will earn interest at the CD Renewal Rate from the maturity date to (and including) the day before the withdrawal.

c. If you add to your principal during the Grace Period, (1) interest at the CD Renewal Rate will be applied retroactively to the start of your Grace Period for the original principal amount, and (2) interest at the CD Renewal Rate will begin to accrue for the amount that you add as of the date of the additional deposit.

Interest will not be earned during the Grace Period if you elect not to renew your CD as specified in Section 19.

(iv) General

(a)(i) General CD Terms:

- Any confirmation letter or notice you receive after opening a CD Account is not a certificate or other instrument and is not transferable, except on our records.
- The APY assumes interest remains on deposit until maturity.
- A withdrawal of interest or principal will reduce earnings.
- Interest will be paid to and remain in your CD if:
  - You do not specify an interest disbursement option;
  - The Account designated to receive interest payments is closed; or
  - Interest payments are returned.

(ii) Non-IRA CD Accounts:

- During the term of your Non-IRA CD Account, interest earned on and posted to your Non-IRA CD Account may: (i) remain in your Non-IRA CD Account, (ii) be sent via an official bank check, or (iii) be transferred to an eligible Discover Account that you own.

(iii) IRA CD Accounts:

- During the term of your IRA CD Account, interest earned on and posted to your IRA CD Account may: (i) remain in your IRA CD Account, or (ii) be transferred to an eligible Discover Account that you own, subject to you providing written distribution instructions.

(b) Money Market Accounts and Savings Accounts

Your Money Market Account or Savings Account earns interest at interest rates established by us on a daily basis. Money Market Account interest rates and APYs are based on your Account balance and the applicable balance/interest rate tier. At our discretion, we may change the interest rate and APY on your Money Market Account or Savings Account at any time. Any change in the interest rate and APY will be effective on the date of such change. Interest is accrued daily after debits and credits are posted to your Account.

(c) Checking Accounts

Cashback Debit Accounts do not earn interest. However, special promotion bonuses and credits may be treated as interest for tax information reporting and other purposes. Personal Checking Accounts do not earn interest or *Cashback Bonus*® rewards.

(6) ACCOUNT OWNERSHIP

The following chart sets forth the Account type and eligible ownership categories:

	Cashback Debit and Personal Checking	Online Savings and Statement Savings	Money Market	Non-IRA CD	IRA Savings and IRA CD
Individual Account	✓	✓	✓	✓	
Joint Account	✓	✓	✓	✓	
Formal Trust Account			✓	✓	
Informal Trust Account (POD)	✓	✓	✓	✓	
Custodial Account		✓	✓	✓	
Estate Account			✓	✓	
Individual Retirement Account					✓
Guardianship Account		✓	✓	✓	

We limit each person to one (1) Cashback Debit Account, including individual and joint Accounts. However, if you currently own more than one (1) Cashback Debit Account, then the limit does not apply to you except that you may not open any additional Cashback Debit Accounts unless your existing Cashback Debit Accounts are closed.

Except as to how ownership and beneficiary designations determine to whom we pay the Account funds, we make no representations regarding the effect of ownership and beneficiary designations or whether such ownership and beneficiary designations are appropriate. If you have questions about the legal or tax implications of these ownership types, please consult your attorney or tax advisor. The following is a more detailed description of the ownership categories.

(a) Individual Account

An individual Account is an Account held solely by one natural person (i.e., a living person) without a designated beneficiary.

(b) Joint Account

- A joint Account is an Account held by more than one natural person. All joint Accounts are established as joint tenancy with right of survivorship only. Joint tenancy with right of survivorship means that if an owner of a joint Account dies, the balance in the joint Account passes to the remaining owner(s) of the joint Account. We do not offer any other type of joint Account (i.e., tenants in common or tenants by the entirety). We may use any funds in a joint Account to pay a court or government agency to satisfy a garnishment, levy or similar legal process that identifies any of the joint owners.

- If a joint Account is established without the signature or agreement of one of the joint owners, we are not obligated to accept instructions from that joint owner, but may do so at our discretion, and you agree to hold us harmless based on our reliance upon your designation of the joint owner for whom a signature or agreement was not provided.
- Any funds deposited to a joint Account by any of its owners shall be owned by all joint owners.
- Debit card *Cashback Bonus*® rewards may be earned by all joint Account owners, subject to the conditions and limitations described in Section 12. Any debit card *Cashback Bonus* rewards earned on a joint Account shall be owned and redeemable by all joint Account owners.
- Each owner of a joint Account may deposit to, make withdrawals or transfers from, or issue stop payment orders with respect to the joint Account without notice to or consent from any of the other owners of the joint Account.
- The joint Account may be closed by any joint owner. However, a joint owner may not remove another joint owner from the joint Account.
- Any action of one owner of a joint Account shall be binding upon all owners of a joint Account.
- We may act upon the direction of one or more owners of the joint Account without notice to or consent from any of the other owners of the joint Account.
- Each owner of a joint Account is jointly and severally responsible and liable for the acts and omissions of each of the other owners of the joint Account. Each owner of a joint Account agrees to release us from all liability in connection with any instructions or payments we receive from any other owner of the joint Account.
- Each owner of a joint Account appoints each of the other owners of the joint Account as his or her agent and attorney in fact with power to endorse and deposit items payable to him or her in the joint Account.
- If an owner of a joint Account makes adverse claims or demands concerning the joint Account, we may, in our sole discretion, refuse to recognize such claims or refuse to take action until the rights of all interested parties have been resolved to our satisfaction and we are provided a copy of an agreement signed by all owners of the joint Account.

(c) Trust Account

(i) Formal Trust Account

A formal trust Account is an Account established in the name of a trust by a trustee appointed under a written trust instrument, such as a revocable living trust or testamentary trust. We will require you to execute a Formal Trust Account Application and a Trustee Certification Form, which we will provide to you, and we may require you to provide excerpts from the trust document or other documentation. Certain types of Trusts may require additional documentation. We will act in reliance on the information contained in the Trustee Certification Form, and we undertake no obligation to either you or any beneficiary for complying with the terms of the trust document. We have no duty to monitor Accounts for formal trusts to ensure that the trustee(s) act according to the terms of the formal trust and/or in the best interests of the trust or trust beneficiary(ies). Note: There are certain types of Trusts that we do not support.

(ii) Informal Trusts–Payable on Death (POD)/In Trust For (ITF) Account

- An informal trust Account (sometimes called a Payable on Death ("POD"), In Trust For ("ITF"), or Totten Trust Account) is an Account established by one or more natural persons naming one or more natural persons as beneficiaries. Proof of death that all owner(s) are deceased and additional documentation is required prior to distribution of the funds to beneficiaries.
- To name a beneficiary on an Account, we may require you to provide certain personal identifying information (for example, a Social Security number and date of birth) of your beneficiary.
- If you establish an Account as trustee for a third person without providing a Trustee Certification Form or presenting excerpts from the trust as may be requested, we will treat the Account as an informal trust Account.
- During their lifetime, the owner(s) of an informal trust Account may deposit to and withdraw or transfer funds from the Account, close the Account, change beneficiaries at their discretion, or take any other permitted action with respect to the Account as if the Account were an individual Account or a joint Account, as applicable.
- A beneficiary of the informal trust Account is entitled to funds in the Account only if the beneficiary is living at the time all Account owners are deceased.
- Upon our receipt of proof of death that all owners are deceased and additional documentation as required by us, the funds in the Account will be distributed to each beneficiary (or to his or her personal representatives or estate, as applicable) who survives the Account owners. If no beneficiary survives the death of the Account owners, title to the Account will vest in the estate of the last surviving Account owner.
- If you designate more than one beneficiary, you may customize your elections for each beneficiary, in whole number percentages only (e.g., 5%, 10%), and they must total 100%. If you do not customize your elections, each beneficiary will receive an equal share of the funds from your Account. In the case where you have 3 or 6 beneficiaries, some beneficiaries will receive a fractional percentage more in order for the total shares to equal 100%.

- If one or more of your designated beneficiaries pre-decease you, the funds that would have been allocated to the deceased beneficiary will be distributed to the remaining living beneficiaries on a pro-rata basis.
- An informal trust Account may be owned individually or as joint tenants with right of survivorship and is subject to Section 6(a) or 6(b), as applicable.

(d) Custodial Account–Delaware Uniform Transfer to Minors Act

A custodial Account is opened and maintained by an adult (the "Custodian") for the benefit of a minor, pursuant to the Delaware Uniform Transfer to Minors Act ("DE UTMA"). Each custodial Account may designate only one Custodian on behalf of one minor. A successor Custodian may be named for each custodial Account. Funds deposited into a custodial Account are irrevocably granted to the minor and are owned by the minor. The Custodian agrees to hold, manage and use the custodial Account and all funds deposited into the custodial Account for the minor's benefit until the minor reaches the age of majority pursuant to applicable law (presently, age 21). It is the Custodian's sole responsibility to transfer the funds to the minor when the DE UTMA terminates. Upon our receipt of documentation showing that the minor has reached the age of majority, we may, at our sole discretion, but are not obligated to, (i) restrict access to and/or limit transactions on the custodial Account if the Custodian fails to transfer the property as required by law, and (ii) accept direction from the minor with respect to the closure or re-titling of the custodial Account and delivery of the funds to the minor. Before accepting direction from the minor, we may, but are not obligated to, require the Custodian to agree to such action. We have no duty to monitor custodial Accounts or the status of the Custodian or minor, nor do we have any duty to monitor or ensure that the Custodian is acting in the minor's best interest. The Custodian agrees on behalf of the Custodian and the minor to indemnify Discover from all liability, including from any claim by the minor, resulting from us following instructions we receive from the Custodian and/or the minor regarding the custodial Account.

(e) Estate Account

An estate Account is an Account opened in the name of a decedent's estate by the estate's personal representative. If the estate has more than one personal representative, each personal representative represents that they have the authority to act severally/independently regarding the estate Account, including the power to order withdrawals from the Account. We have no duty to monitor an estate Account to ensure that the personal representative is acting in the estate's best interest.

(f) Individual Retirement Account

We offer Traditional and Roth IRA CD Accounts and IRA Savings Accounts. IRAs are also governed by a separate IRA Plan Agreement and disclosures that we furnish to you at IRA Plan opening. There are separate Plan Agreements and disclosures for Roth and Traditional IRA Plans. The required forms must be completed and returned prior to funding, as set forth in Section 3 (iii). We may convert your Traditional or Roth IRA CD to a Traditional or Roth IRA Savings Account and vice versa via a notice to you.

(g) Guardianship Account

A guardianship Account is an Account maintained by a court-appointed guardian on behalf of a person who is either a minor or legally incapacitated (the "Ward"). We have no duty to monitor Accounts for guardianships to ensure that the guardian(s) act according to the terms of the guardianship. There may be withdrawal transaction limitations for guardianships requiring guardians to call in prior to transactions. There may be limitations on the types of withdrawal transactions permitted.

(7) CREDIT AND CONSUMER REPORT USAGE

We may report information about our experiences regarding your use of your Account(s) to consumer reporting agencies. Unresolved overdrafts and other defaults on or misuse of your Account(s) may be reflected in your report.

If you believe the information reported is inaccurate or incomplete, or that you have been a victim of identity theft, please send us supporting documentation by mail to Discover, P.O. Box 30416, Salt Lake City, UT 84130 or by fax to 1-224-813-5214.

As part of the Account application process, we may obtain information about you from third parties, such as credit and consumer reporting agencies, to verify your identity and other information about you to help us determine if we will open the Account(s) you have requested. These inquiries may delay Account opening.

You authorize Discover to use your credit and consumer report data for each of the scenarios described in this Section 7, and your authorization applies to all of your Accounts.

(8) INCOME TAX REPORTING AND WITHHOLDING

(a) Taxpayer Identification Number

We will use the Taxpayer Identification Number ("TIN") described below for income tax reporting purposes:

(i) Individual Account (including informal trust Accounts and IRAs): The TIN provided by the Accountholder.

(ii) Joint Account (including informal trust Accounts): The TIN of the Primary Accountholder.

(iii) Custodial Account: The TIN of the minor.

(iv) Trust Account: The Employer Identification Number ("EIN") of the trust, or, if none, the TIN of the grantor.

(v) Estate Account: The EIN of the decedent's estate or the decedent's Social Security number if the estate is not issued an EIN or the EIN is not provided to us.

(vi) Guardianship Account: The TIN of the Ward.

(b) Backup Withholding

We may be required by the Internal Revenue Service ("IRS") to withhold interest or other reportable income on your Account(s) if you do not furnish us with your correct TIN or do not properly certify that you are not subject to backup withholding (e.g., complete the W-9) or if otherwise instructed by the IRS.

(c) State Tax Withholding

(i) Cashback Debit, Personal Checking, Online Savings, Statement Savings, Money Market and Non-IRA CD Accounts

Your state of residence (as determined by your physical address of record with us) will determine if you are subject to state income tax withholding. Some states have no state income tax. For additional information and details that are specific to you on state tax withholding requirements, you should consult a tax advisor or your state's tax authority.

(ii) IRA Accounts

State tax withholding laws on IRA distributions vary by state. Therefore, when requesting an IRA distribution, any state tax withholding will be based on your state of residence, as determined by your physical address of record with us.

- For Traditional IRAs, your state's tax laws may require that we withhold a portion of the gross IRA distribution.
- For Roth IRAs, state tax is typically not withheld unless requested by you.

Even if you elect in writing not to have federal and/or state income tax withheld, you are liable for payment of federal and state income taxes, if applicable, on the taxable portion of your distribution. You may also be subject to tax penalties under the estimated tax payment rules if your withholding and payment of estimated tax, if any, are not adequate. We may be required to withhold more federal and/or state taxes on your IRA distribution than you have requested in your withholding election. Your income tax withholding election will apply to all distributions from your IRA Plan, including recurring and one-time distributions, from the time the withholding election is received and applied until you revoke and/or provide new withholding instructions for that plan. A change of address may cause a delay in processing an IRA distribution, if state withholding requirements are impacted. For more information, consult your tax advisor.

(9) CHECKS

(a) Checks

- We reserve the right not to accept checks, deposits or withdrawal forms not provided by us.
- Checks may not be drawn against Savings Accounts or CDs.
- We reserve the right to refuse to honor any checks drawn against your Account on which there is either no signature or a signature of questionable validity if we suspect the check was not authorized by you.
- We reserve the right to pay any check before the date you have written on it (i.e., a postdated check) or if it is more than six (6) months old (i.e., a stale check).
- Our check payment process is highly automated and we receive checks in great volume. Although we inspect some checks and other items from time to time, at our discretion, you agree that reasonable commercial standards do not require us to do so. If we return a check because we believe it was not authorized by you, we are not liable to you even if the check was actually authorized. We have no duty to prevent a check from being presented more than once.
- If you use a facsimile or system-generated signature, we may pay a check or any withdrawal from your Account that bears or appears to bear a facsimile signature that resembles or purports to be the signature of a person who is authorized to withdraw funds from the Account. You are solely responsible for any check bearing such a signature, and for maintaining the security of each facsimile device or system you use to affix your signature. For the avoidance of doubt, no facsimile or system-generated signature shall be deemed to be an unauthorized signature, regardless of whether the person has the authority to use such signature to withdraw funds. You are solely responsible for any losses, incurred in connection with the use of the facsimile or system-generated signature, and you agree to reimburse us for all claims, costs, losses and damages (including attorney's fees) that result from our payment of a check or other withdrawal bearing a facsimile signature that resembles or purports to be your signature, and any such amounts owed to us is a Debt as described in Section 20.
- If a check drawn on your Account is presented for payment at our Branch by a person who is not a Discover deposit Accountholder (a "non-Discover customer"), you agree that we may require the non-Discover customer to provide identification as a condition for cashing a check drawn on your Account. You also agree that we may refuse to pay any such check if the non-Discover customer refuses to furnish such identification. Such refusal shall not be considered wrongful dishonor of the check by us. You also agree that we may refuse to cash or otherwise honor any check exceeding $5,000, which is presented to us at the Branch by any person, even if the check is properly payable and that person can verify his/her identity as the holder of such check. Such refusal shall not be considered wrongful dishonor of the check by us. In such cases, the holder of the check is expected to deposit the check with his/her financial institution and have the check presented to us through regular banking channels.

(b) Preauthorized Checks

You may allow a third party to create a check drawn against your Cashback Debit Account or Money Market Account by communicating your Account number to that third party. However, if you choose to permit such a check, you agree: 1) to accept sole responsibility for ensuring that the amount of the check is both authorized and accurate; and 2) that we are not liable if we either

pay or refuse to pay any check that you have authorized a third party to create if that check does not bear your signature.

(c) Check Conversion

You may authorize a merchant or other payee to use your Cashback Debit, Personal Checking or Money Market Account check as a source of Account information to initiate an electronic withdrawal from your Account. The merchant/payee uses the check information, along with the transaction amount, to initiate an Automated Clearing House ("ACH") debit transaction. Please note that this type of transaction generally results in funds being withdrawn from your Account faster than a normal check transaction. This type of transaction from a consumer Account is governed by the Electronic Fund Transfer Act, and is subject to the Electronic Fund Transfer disclosures found in Sections 27 and 28 of this Agreement.

(10) ADDING MONEY TO YOUR ACCOUNT

(a) General

(i) You may add money by:

- Mailing a check deposit to us (do not mail us cash)
- Mobile check deposit, subject to the Mobile Check Deposit Service User Agreement Addendum
- ACH transfer
- Internal transfer
- Wire transfer
- Depositing cash, checks or traveler's checks in person at the Branch
- Using the Add Cash service to add cash to your Cashback Debit, Personal Checking or Money Market Account at participating merchant retail locations (see Section 13 for additional details about the Add Cash service)

(ii) We will not accept mailed cash deposits.

(iii) For posting times regarding check and cash deposits, see the chart in Section 10(e).

(iv) We reserve the right to refuse, limit or return any deposit. Any non-cash items deposited to your Account (including items drawn "on us") will be given provisional credit until final payment of the item.

(v) Traveler's Checks: Traveler's checks received by us for deposit by mail will be returned to you.

(vi) Returned Deposited Items: We will reverse any interest, accrued or paid, on any returned item. If the reversal results in your Account being overdrawn, the overdrawn amount is a Debt as described in Section 20. You also agree to indemnify and hold us harmless against:

- any additional losses resulting from nonpayment of any item cashed against or deposited into your Account; and
- all losses due to any preauthorized credit to your Account that we do not receive.

These losses include, but are not limited to, all related costs, expenses and reasonable attorney fees (including the cost of any attorney employed by us), which, if incurred, are also a Debt.

(vii) Early Pay: At our discretion and dependent on the timing of our Automated Clearing House (ACH) direct deposit instructions, we may make funds from ACH direct deposits available to you before we receive final funds from your payor. This feature is automatically available to Cashback Debit, Personal Checking, Statement Savings, Online Savings and Money Market customers who receive qualifying ACH direct deposits (such as salary, pension or government benefits) from a business, government entity, or other organization. There is no fee for the service, and customers do not need to enroll. Not all ACH direct deposits are eligible for Early Pay; eligibility may vary between pay periods, and transaction limits apply.

If your payor reduces or reverses the direct deposit, or we are otherwise unable to collect the funds, then you are responsible for returning the funds to us, even if you have withdrawn the funds. We may withdraw any amount due as a result of your withdrawal of uncollected funds from your Account, even if it creates an overdraft. We may change or terminate the Early Pay feature, in our sole discretion, without prior notice.

(b) Checks

(i) Domestic Checks

- To help avoid returned checks, please make sure checks submitted for deposit are payable to you and properly endorsed by all parties.
- We reserve the right to reject all third-party checks.
- You may be eligible to deposit checks using your mobile phone. Mobile check deposits are subject to the Discover Mobile Check Deposit Service User Agreement Addendum, located in the Account Center.
- If you deposit a check that is returned to us unpaid, we will deduct the amount of the returned check from your Account balance.
- If you deposit a check that is returned for insufficient or uncollected funds, we may re-present the check for payment a second time without notice to you. At our discretion, the check may be re-presented electronically by us.

(ii) Foreign Checks

- We reserve the right to refuse items payable in foreign currency or drawn on a foreign bank located outside the United States ("Foreign Item").
- If we accept a Foreign Item, we may accept it for collection only and you bear all risks associated with the collection of the item, including any fees charged by other banks associated with collection and any exchange rate risk.

- We may not credit funds from a Foreign Item to your Account until the first Business Day after we receive final payment, which includes receiving the credit and required documentation, for such funds from the paying bank. The paying institution determines if and when it will pay a Foreign Item that we accepted for collection.
- The Funds Availability policy set forth in Section 15 does not apply to Foreign Items.

(c) Endorsements

If any check deposited to your Account does not have your endorsement, we may endorse it for you or treat the check as if you had endorsed it. We are not bound by any conditional or restrictive endorsement on a check you cash or deposit, or any endorsement made "without recourse."

(d) CDs

After a CD is opened and funded, additional deposits are not allowed. For renewing CDs, deposits are only allowed on the maturity date and during the Grace Period (as defined in Section 19).

(e) Cutoff Times

The following chart describes the cutoff times for posting deposit transactions to your Account:

Check Deposits sent via Mail	**Received by 12 p.m. (ET) on a Business Day**	**Received after 12 p.m. (ET) on a Business Day or any time on a Non-Business Day**
	Will Post: Day of Receipt	*Will Post: Next Business Day*
Check/Cash Deposits made in person to one of our employees at the Branch	**Received before close on a Business Day**	
	Will Post: Day of Receipt	

As explained elsewhere in this Agreement, for deposits that are accompanied by documentation that requires additional processing (e.g., IRA Documents or Trust Documents), we may require a reasonable time to process documents before the deposit will post.

(f) IRA Savings Account Contributions

In order to make a contribution to your existing IRA Savings Account, you must submit a valid Contribution Form. If you provided ACH funding instructions or internal transfer funding instructions, those instructions will be executed once the correctly and fully executed Contribution Form is received by us. We are entitled to a reasonable amount of time after receipt of your Contribution Form to process it and post your contribution. Any type of contribution received prior to our receipt of the Contribution Form will be returned. However, if a check is received prior to the receipt of the Contribution Form, we will hold it for up to 30 days. If the correctly and fully executed Contribution Form is not received, the check will be sent back to the mailing address of record for the IRA Plan. IRA contribution checks will not be deposited and no interest will be paid until the Contribution Form is received.

(11) WITHDRAWALS

(a) Product Restrictions

(i) CD Withdrawals and IRA Distributions

(a) CD Interest

See Section 3 and Section 5(a).

(b) CD Principal

If your Account is a CD, you have agreed to keep the CD Principal on deposit until maturity. If we allow you to withdraw all or part of the amount of your initial deposit or the amount of your renewed deposit in the case of a renewed CD ("Issue Amount") from your CD except at maturity or during the Grace Period (as defined in Section 19) and except as provided in Sections 3(iii) and 24(c), we may assess an Early Withdrawal Penalty.

(c) CD Initial Funding Withdrawal

You may withdraw funds from a Non-IRA CD only after seven (7) days from the date of initial funding.

If you request to withdraw funds sent to us via ACH or wire transfer within sixty (60) days of the initial funding, the funds may be returned to the same Account from which the funds were sent to us to be deposited into the new CD.

(d) Early Withdrawal Penalty

An Early Withdrawal Penalty, as outlined in Section 36, will be assessed if you withdraw funds from your CD before the Maturity Date.

(e) IRAs

(i) Required Minimum Distribution: To request a required minimum distribution, a correctly completed distribution form ("Distribution Form") must be received by us on or before December 15th. We are entitled to a reasonable amount of time after receipt of your Distribution Form to process it. If your Distribution Form designating a required minimum distribution is received after December 15th, we make no guarantee that the distribution will occur before December 31st.

(ii) Transfer: To request a bank-to-bank transfer, a correctly completed transfer form ("Transfer Form") from the receiving Institution must be received by us. Transfer Forms that are not complete, signed and dated by the receiving Institution will not be honored. For distributions from IRA CD Accounts during the Grace Period through a bank-to-bank transfer, the correctly completed Transfer Form must be received by us before the end of your IRA CD Account Grace Period. If the Transfer Form is received by us after the end of the Grace Period, your transfer distribution may be subject to an Early Withdrawal Penalty.

(iii) Rollover: To request a rollover distribution from your IRA, a Distribution Form must be completed and received by us. Distribution Forms that are not correctly completed, signed and dated will not be honored. For rollover distributions from an IRA CD Account during the Grace Period, the correctly completed Distribution Form must be received by us before the end of your IRA CD Account Grace Period. If the Distribution Form is received by us after the end of the Grace Period, your rollover distribution may be subject to an Early Withdrawal Penalty. We are entitled to a reasonable amount of time after receipt of your Distribution Form to process it.

(f) Please see Section 36 for more information on Early Withdrawal Penalties.

(ii) Money Market Account and Savings Account Withdrawals

The number of certain types of withdrawals and transfers from your Money Market Account or Savings Account is limited to a combined total of six (6) per calendar month per Account. The chart below describes the transactions that are limited and those that are not.

Withdrawals and Transfer Transactions	
Limited to a combined total of six (6) per calendar month per Account:	*Unlimited number of withdrawals and transfers:*
• Checks (applicable to Money Market Accounts only) • Point-of-sale ("POS") Debit Card transactions (applicable to Money Market Accounts only) • ACH transfers • Wire transfers • Telephone transfers • Online transfers • Transfers to repay a loan at Discover • Peer-to-Peer (P2P) payments • Overdraft Protection Service transfers	• Made in person • At an ATM (applicable to Money Market Accounts only) • By messenger • By mailing a request or speaking to a telephone representative to have an official bank check mailed to you

If during any calendar month you exceed these transaction limitations, we may refuse to pay each transaction in excess of the limitations. Transactions are counted based on the posting date. If you exceed these transaction limitations on more than an occasional basis, we reserve the right to close your Money Market or Savings Account or change the Account to a Cashback Debit. We retain the right to require at least seven (7) days' prior written notice for any withdrawal.

(iii) Cashback Debit and Personal Checking Accounts and Withdrawals

You may make unlimited withdrawals and transfers of any type from your Cashback Debit Account and Personal Checking Account up to your available balance, and in accordance with the transaction limitations stated in this Agreement and other agreements we may have with you, regardless of the withdrawal method.

(b) Posting Order for Cashback Debit, Personal Checking, Money Market, Statement Savings and Online Savings

The following chart describes when items will be posted to your Account:

Posting Order for Cashback Debit, Personal Checking, Money Market, Statement Savings and Online Savings	
Beginning of each Business Day	• Internal transfers previously scheduled for that Business Day
Throughout the Business Day	• ACH Deposits • ACH withdrawals initiated externally • ACH withdrawals you initiate in the Account Center from your Account to an external Account and Discover online bill payments sent as electronic payments • ATM withdrawals and related third-party fees • POS Debit Card purchases (including temporary holds and settlements) • Cash and official bank check withdrawals • Cash deposits • Cash added via the Add Cash service at participating retail merchant locations (only applicable for Accounts with a contactless Debit Card) • Internal transfers scheduled for the same day • Incoming and outgoing wire transfers and related service charges • Checks that you deposited to your Account that have been returned unpaid • Peer-to-Peer (P2P) payments
End of each Business Day	• Check Deposits • Interest • Other Debits (Discover online bill payments by checks, other checks) • Overdraft Protection Service transfers

To provide prompt credit when a check drawn on Discover is deposited to another Discover Account, we debit the Account on which the check is drawn at the same time that we credit the Account to which the check is deposited. In this circumstance, the debit may be processed prior to other credits to the same Account.

Generally, items posted to your Account are paid in the order they are received by type of transaction. However, for transactions processed at the end of the Business Day, if there are insufficient funds in your Account to pay all debits presented, we will post and pay checks, and check-based bill payments initiated by you through the Account Center in order from lowest to highest dollar amount. If an item presented to us for payment is being returned unpaid, the return transaction will post to your Account on the following Business Day.

(c) Insufficient Funds

Unless we otherwise permit, we will generally not pay or honor any withdrawal or transfer against your Account if there are insufficient available funds to satisfy the full amount. In this case, the transactions will be returned unpaid. In the event we pay an overdraft in our discretion, that amount is a Debt as described in Section 20, and you agree to repay us that amount. Should we have to collect on that Debt, you agree to pay the fees and costs of our doing so.

(d) Unusual Transactions and Competing Claims

- We reserve the right to delay or decline any transaction on your Account if we suspect fraud, possible illegal activity, an Account takeover or any other unusual activity that may affect your Account, or receive competing claims regarding your Account.
- Further, we reserve the right to suspend or freeze the funds in your Account or any other Accounts you maintain with us if you don't provide information we request, or we believe your Account may be subject to unauthorized, irregular, illegal or fraudulent activity. If we freeze or suspend any of your transactions on your Account, we may provide you notice as soon as is reasonably possible. However, we reserve the right to not provide such notice if we believe that such notice could result in a security risk to the owner of the funds, the Account, or to us.
- We reserve the right to limit the amount of funds that may be withdrawn from your Account in cash, for security, and other purposes.

(12) CASHBACK DEBIT REWARDS AND INCENTIVES

(a) Earn Rewards:

You may earn debit card *Cashback Bonus*® rewards based on qualifying debit card purchases made using your Discover Cashback Debit Account debit card. You will earn debit card *Cashback Bonus* rewards of 1% on qualifying debit card purchases of up to $3,000 in purchases per calendar month. The maximum amount of *Cashback Bonus* rewards that may be earned each month is $30 per Account, including joint Accounts.

Debit Card *Cashback Bonus* Rewards are calculated based on each eligible debit card purchase, rounded to the nearest dollar. For example, an eligible purchase of $25.50 would be rounded to $26.00, and you would earn $0.26 in debit card *Cashback Bonus*, while an eligible purchase of $25.49 would be rounded to $25.00 and you would earn $0.25 in debit card *Cashback Bonus*. An eligible purchase of $0.49 or less would be rounded down to $0.00 and would not earn a *Cashback Bonus*.

(i) Except as provided in Section 12(a)(ii), qualifying debit card purchases include:

(a) Point-of-sale purchases made with your debit card; and

(b) Online purchases made with your debit card.

(ii) Debit card transactions that are not eligible for 1% debit card *Cashback Bonus* rewards include:

(a) Transactions conducted at an ATM;

(b) The purchase of money orders, currency, coins, or other cash-equivalents, such as Bitcoins, negotiable items not yet deposited, U.S. treasury bills, and commercial paper;

(c) Peer-to-Peer or Person-to-Person (P2P) payments, which are electronic money transfers made from one individual's bank Account or credit card to another individual's bank Account or credit card through a P2P payment application;

(d) Cash-over portion of a point-of-sale purchase;

(e) Loan payments or Account funding made with your debit card, such as auto loan payments or prepaid card loading;

(f) Purchases made using third-party payment Accounts (P2P payments using services such as Venmo® or PayPal®) unless otherwise agreed to by us; and

(g) Online sports betting or internet gambling transactions.

Merchants who accept Discover debit cards are assigned merchant codes based on the kinds of products and services they primarily sell. Merchant codes are not assigned by Discover. Even though a merchant or some of the items it sells may seem to fit within a rewards-eligible category, the merchant code may not fall into that category. Rewards eligibility is determined based on the merchant code Discover receives in connection with a debit card transaction.

Your debit card *Cashback Bonus*® rewards will be earned each calendar month on qualifying purchases and will be posted to your debit card *Cashback Bonus* balance on the Business Day following your statement end date. Your Cashback Debit Account must be open when debit card *Cashback Bonus* rewards are posted.

(b) Redeem Rewards:

(i) Customer Redemption

You may redeem your debit card *Cashback Bonus* on Discover.com. You may redeem your debit card *Cashback Bonus* in any available amount via:

- A transfer to any of the following Discover Accounts you own: Cashback Debit, Money Market or Online Savings Accounts;
- Discover Auto Redemption of *Cashback Bonus* to Online Savings Service. You may enroll in our optional Auto Redemption to Online Savings Service for your Cashback Debit Account by visiting the Account Center. The Auto Redemption Service allows you to link an eligible Online Savings Account in order to automatically transfer your debit card *Cashback Bonus* on a monthly basis to the eligible Online Savings Account; and/or
- Other debit card *Cashback Bonus* rewards redemption options as advertised on Discover.com from time to time.

Your Cashback Debit Account must be open to redeem your debit card *Cashback Bonus*. For full details about redemption methods and amounts for debit card *Cashback Bonus*, visit Discover.com.

(ii) Discover Redemption

We will redeem the rewards that are in your debit card *Cashback Bonus* balance into the Cashback Debit Account where the rewards were earned if either: (i) your Cashback Debit Account has been at a $0 balance for at least 180

consecutive days, or (ii) there has been no customer-initiated activity on or customer contact regarding your Account for at least 365 consecutive days.

(c) Rewards and Cashback Debit Account Closure:

Debit card *Cashback Bonus*® rewards do not expire, but if your Cashback Debit Account is closed for any reason, unredeemed debit card *Cashback Bonus* rewards may be forfeited. If your debit card or Account number is lost or stolen, or we issue you a new Account number for any other reason, we will transfer your debit card *Cashback Bonus* balance to your new Cashback Debit Account.

(d) Rewards Adjustments and Termination:

We may make adjustments to your debit card *Cashback Bonus* based on your debit card activity. For example, we will decrease the balance in your debit card *Cashback Bonus* Account to correspond with the return of a debit card purchase or the amount of a reward disbursed by us in error. Any qualifying debit card purchases in excess of $3,000 each month will be used to offset the amount of debit card returns, prior to the corresponding debit card returns reward amount being deducted from your current month's *Cashback Bonus* rewards earned or your current *Cashback Bonus* balance.

Adjustments to your debit card *Cashback Bonus* from debit card transactions that are not rewards eligible but for which you received rewards or debit card purchase returns will be applied to your *Cashback Bonus* balance in a subsequent month and will be reflected in your debit card *Cashback Bonus* ending balance. In certain circumstances, it is possible to have a negative debit card *Cashback Bonus* balance.

Cashback Debit Accounts deemed to have an excessive or unusual number of debit card return transactions may be: (i) frozen, (ii) no longer eligible to participate in the debit card *Cashback Bonus* rewards program, or (iii) closed in accordance with Section 24(a) of this Agreement.

(e) Proof of Purchase:

We reserve the right to request receipts of your debit card purchases within sixty (60) days of the purchase date, and you agree to provide such receipts upon request. Failure to provide requested receipts will result in those debit card purchases not being eligible for *Cashback Bonus* rewards.

(13) DEBIT CARDS

(a) Debit Card Transactions

You may use your Debit Card in North America and the Caribbean where the PULSE®, Discover®, Diners Club International®, MoneyPass® or Allpoint® symbol is displayed.

Subject to limitations set forth in Section 11 (applicable to Money Market Accounts only) and Section 13(d) and to limitations set by the ATM owner or merchant, you may use your Debit Card in the following ways:

(i) At an ATM, you may use your Debit Card and PIN to withdraw cash from your Cashback Debit Account, Personal Checking Account or Money Market Account. Your PIN is required for ATM cash disbursements as a means of validating your identity.

(ii) Pay for purchases in person, online or by phone.

(iii) Obtain cash-over from participating merchants.

(iv) Add cash to your Cashback Debit Account, Personal Checking Account or Money Market Account with your contactless Debit Card at participating retail merchant locations using the Add Cash service. There is no fee for this service. Transaction limits may apply.

Note: At our Branch, you may use your Debit Card at the teller line to obtain your Account number to help facilitate transactions.

(b) Foreign Transactions

If you make a purchase or withdraw cash using your Debit Card in a foreign currency, we will convert it to U.S. dollars using conversion rates sourced from one of the following methods: a government-mandated rate, a government-published rate, or an interbank or wholesale exchange rate, depending on the country and currency in which the transaction is made. We use the rate in effect on the conversion date for the transaction. This rate may be different than the rate in effect on the transaction date. "Interbank or wholesale exchange rate" means the foreign exchange rate that banks charge each other when buying and selling currencies.

(c) ATM Fees

We will not charge a fee for using an out-of-network ATM. However, when you initiate a transaction with your Debit Card at an ATM that is outside of our No Fee network, you may be charged a fee by the ATM operator or any network used for your transaction, including, but not limited to, balance inquiries.

(d) Debit Card Limits

- For the first 30 days from when you open your first deposit Account with us, the daily combined point-of-sale ("POS") purchase limit per active Debit Card is the lesser of $2,500 or your available balance.
- After the first 30 days from when you open your first deposit Account with us, the daily combined POS purchase limit per active Debit Card is the lesser of $5,000 or your available balance.
- The daily ATM withdrawal limit for each Account is the lesser of $510 or your available balance. When you use an ATM not owned by us, you may be subject to other daily limits set by the ATM operator.
- These Debit Card transaction limits are in addition to the limits set forth in Section 11 of this Agreement. For security reasons, there may be limits on the number of ATM withdrawals using your Debit Card.
- In addition, we reserve the right to decline any Debit Card transaction if we suspect fraud, Account takeover, possible illegal activity, or any other unusual activity affecting your Account.

- If you utilize the Add Cash Service to add cash to your Cashback Debit Account or Money Market Account, each transaction must be at least $20. The maximum amount of cash that can be added per transaction through the service at participating retail locations is $1,000 in all states except Arizona and New Mexico. In Arizona and New Mexico, the per transaction limit is $999.99. Within a 24-hour window, customers can add up to $1,000 in all states except Arizona and New Mexico. In Arizona and New Mexico, the limit per 24-hour window is $999.99. Additional limits include 7 transactions or $7,000 in cash added per rolling 7 days and 20 transactions or $20,000 in cash added per calendar month.

(e) Personal Identification Number (PIN)

You may activate your Debit Card and create or change your PIN via the Discover App, Account Center online or by calling our automated system. You should protect your PIN as you would your Debit Card.

(f) Debit Card Freeze

You may request that Discover freeze your Debit Card, which means that new purchases (in-store, online, mobile or phone) and ATM transactions will not be authorized, allowed or processed with the Debit Card you have frozen. If more than one Debit Card has been issued to access your Account, such as a joint Accountholder Debit Card, only the Debit Card you have identified will be frozen. All other Debit Cards issued to access your Account will continue to be available for transactions. Freezing your Debit Card will not stop bill payments, transactions that merchants have marked as recurring, returns, deposits, dispute adjustments, internal or external transfers, reward redemptions, or checks. You may freeze your Debit Card via the Discover App, online by visiting the Account Center, calling customer service, or by visiting the Branch.

(g) Debit Card for Discover Cashback Debit Account

By opening a Discover Cashback Debit Account, you are also requesting a Debit Card.

(h) Debit Card Authorization Holds

Debit Card transactions may have a two-step process that begins with an authorization request amount followed by a settlement amount, which is when the transaction is posted to your Account. A debit card authorization hold temporarily reduces your Available Balance for the amount of the authorization hold and ends when either the settlement amount has posted to your Account or after a period of time (i.e., generally up to no later than 8 days after the date of the authorization hold). A debit card authorization hold amount may be different than the amount of the final charge that posts to your Account. For example, a restaurant may send an authorization amount of $100, and the settlement amount is $120 to accommodate for the tip. You agree that we will not be responsible for damages resulting from a debit card authorization hold, regarding wrongful dishonor of an item or for wrongfully rejecting or declining a transaction.

(14) FUND TRANSFERS

(a) Internal Transfers Between Discover Accounts

Accountholders can transfer funds between their deposit Accounts, or transfer funds from such Accounts to fund a new Account. We may require a written request for an internal transfer to close one Account and open another with new Accountholders, or if, at any time, the validity of a transaction is in question. Internal transfers scheduled for the same day are processed immediately. For transfers to interest-bearing Accounts, interest will begin to accrue on the next Business Day if the internal transfer is completed on or after 10 p.m. (ET). Internal transfers scheduled for the next Business Day or later are processed at the beginning of the scheduled transfer date. For transfers to or from an IRA Savings Account that will be a contribution or distribution from the IRA Plan, we require receipt of a correctly completed and signed Contribution or Distribution Form.

(b) Wire Transfers

(i) Incoming Wire Transfers

Please contact us at 1-800-347-7000 for wire transfer instructions, as certain incoming wire transfers are processed through an intermediary bank. Wire transfers received before 4 p.m. (ET) are posted to your Account on the Business Day we receive them. Wire transfers received after 4 p.m. (ET) are posted to your Account on the next Business Day, with an effective date of the Business Day the funds were received. In some circumstances, a wire transfer may require additional processing time and will be posted to your Account upon completion of processing, with an effective date (regarding when interest starts) of the Business Day the funds were received. A wire transfer that does not comply with applicable law will not be processed and will be returned. Funds from incoming wire transfers are made available as set forth in Section 15(b)(i). For international wire transfers received in a foreign currency, the funds will be converted to U.S. dollars at a currency exchange rate determined by intermediary banks, and that exchange rate will determine the amount received by us.

(ii) Outgoing Wire Transfers

Outgoing wire transfers from your Account to another financial institution may be made upon request by completing the Discover Wire Transfer Form or by submitting the request in the Bank Account Center (online or in the Mobile App). All requests must include the receiving Accountholder and receiving bank information, as required by us. You may be assessed an Outgoing Wire Transfer Service Charge for each outgoing wire transfer you initiate (not applicable to IRAs). For wire transfers from an IRA, we require receipt of a correctly completed, signed Distribution Form.

(a) We reserve the right to verify or authenticate (or further verify or further authenticate) any request for a wire transfer or any information you provided to us and to

refuse to honor any request if we, in good faith, are unable to verify that the individual requesting such transfer has the authority to do so or we detect any other unusual activity of the Account or person. There may be more than one level of verification.

(b) You and we agree that outbound wire transaction requests will be initiated in accordance with our security procedures, and you agree that these security procedures are commercially reasonable:

- For requests in the Bank Account Center (online banking or in the Mobile App), a correct User Name and Password will be required. For wire requests submitted using the Wire Transfer form, we will verify you verbally through a telephone. For all wire requests, you will be required to provide us with (i) an authentication code we send, or (ii) a copy of your government-issued identification and a photograph of yourself, or (iii) a notarized identity verification form, or (iv) a security code listed on your debit card or credit card. Regarding the above (i) through (iv), the method utilized is determined by us. When these security procedures are followed, you agree to be bound by and liable for such wire transaction requests, even if the transaction request was not initiated or authorized by you.

(c) Requests received and fully verified at or before 3 p.m. (ET) on a Business Day will be processed as of that Business Day. Wire transfer requests received and fully verified after 3 p.m. (ET) on a Business Day, or at any time on a day that is not a Business Day, will be processed no later than the next Business Day.

(c) ACH Transfers Between Discover and Non-Discover Accounts

- You can transfer funds via Automated Clearing House ("ACH") between any of your eligible Discover Accounts and eligible Accounts you own at other U.S. financial institutions, subject to the restrictions identified in Section 11.
- In order to initiate an ACH transfer, you must be an owner of, or signer on, the bank Account from which funds are being debited or to which the funds are being credited. You are required to provide the routing number, Account number, and bank name for the Account from which the funds will be debited or to which the funds are being credited.
- ACH requests made by phone or in the Account Center before 5 p.m. (ET) on a Business Day will be initiated by us on the same day.
- ACH requests made by phone or in the Account Center after 5 p.m. (ET) on a Business Day or at any time on a non-Business Day will be initiated by us on the next Business Day.
- Funds deposited via ACH will be available as set forth in Section 15 (Funds Availability).
- For non-IRA CDs, ACH transfers initiated by phone are permitted only for initial Account funding (if requested during the application process) and during the CD renewal process. For IRAs, you may initiate ACH transfers over the phone if all required forms have been completed and returned to us prior to the ACH transfer request. Some product types might not be eligible to initiate telephone ACH transfers.
- For security reasons, there may be limits on the dollar amount and the number of external transfers from your Account. We reserve the right to terminate, change, discontinue or add funds transfer functionality at any time, within our sole discretion.
- For transfers to or from an IRA that will be a contribution to or distribution from the IRA Plan, we require receipt of a correctly completed, signed Contribution or Distribution Form.

ACH transfers initiated via the Account Center are subject to the Account Center (Banking) Agreement.

(d) *Zelle*® Person-to-Person Transfers

You may be eligible to enroll in our optional *Zelle*® P2P Transfer Service. The *Zelle*® P2P Transfer Service allows you to send, receive and request transfers from third parties who are also enrolled in the service at Discover or another participating financial institution. To enroll, visit the Account Center.

(15) FUNDS AVAILABILITY (HOLDS)

Our policy is to make funds from your cash, check and other deposits to your Account available to you as set forth in this Section 15. Once funds are available, the funds can be used to cover debit transactions on the Account (e.g., cash withdrawals at the Branch or ATM, ACH or wire transfers, internal transfers, *Zelle*® transfers, and checks written).

(a) Check Deposits

Section 15(a)(i) sets forth our general funds availability schedule for checks for Existing and New Customers. Please note Section 15(a)(ii), which sets forth our availability schedule for check deposits under other special circumstances.

Funds availability is determined by a variety of factors, including, but not limited to, check type, whether a customer is an Existing Customer or New Customer, and whether the check is deposited in person at the Branch, by mail or using Mobile Check Deposit.

Checks Deposited Using Mobile Check Deposit: Please note that checks transmitted using Mobile Check Deposit are not subject to the Funds Availability time frames in the Table below. Please refer to the Table in the Discover® Mobile Check Deposit Service User Agreement Addendum for general funds availability for checks deposited through Mobile Check Deposit. The remainder of the provisions in Section 15(a) also apply to checks deposited through Mobile Check Deposit (unless otherwise stated).

(i) General Availability

Funds from checks, drafts and money orders drawn on any financial institution located in the United States (including a financial institution located in a U.S. territory or a U.S. branch or agency of a foreign bank) will be available for withdrawal as follows:

Existing Customer Funds Availability Chart

Type of Deposit	How Deposit is Made*	Business Day of Deposit	Business Day 1 after Deposit Date	Business Day 2 after Deposit Date	Business Day 5 after Deposit Date
Checks drawn on Discover	Made in person		Full amount of the deposit		
	Not made in person			Full amount of the deposit	
U.S. Treasury Checks	Made in person		Full amount of the deposit		
	Not made in person		Up to $15,000 of the deposit		Remainder
Special Check Types**	Made in person		Full amount of the deposit		
	Not made in person	First $275 of the deposit		Next $6,450 of deposit	Remainder
Other Checks	Made in person	First $275 of the deposit		Remainder	
	Not made in person	First $275 of the deposit		Next $6,450 of the deposit	Remainder

New Customer Funds Availability Chart

Type of Deposit	How Deposit is Made*	Business Day 1 after Deposit Date	Business Day 2 after Deposit Date	Business Day 5 after Deposit Date
Checks drawn on Discover	Made in person	Full amount of the deposit		
	Not made in person		Full amount of the deposit	
U.S. Treasury Checks	Made in person	Full amount of the deposit		
	Not made in person	Up to $6,725 of the deposit		Remainder
Special Check Types**	Made in person	Full amount of the deposit		
	Not made in person	First $275 of the deposit	Next $6,450 of the deposit	Remainder
Other Checks	Made in person			Full amount of the deposit
	Not made in person			Full amount of the deposit

***A check deposit "made in person" means the deposit was made to one of our employees at the Branch.**
****Special Check Types Include: U.S. postal money orders and Federal Reserve Bank, cashier's, official, certified, teller, state and local government, and traveler's checks.**

The Funds Availability tables are indicative of general funds availability. Discover reserves the right to expedite funds availability. In some cases, we make funds from your deposited checks available to you sooner than we are able to collect the checks. **Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us as unpaid and for any other problems involving your deposit.**

(ii) Delayed Availability

The availability of funds from checks deposited may be delayed for a longer period of time under circumstances including, but not limited to, the following:

- We have reason to believe a check you deposit will not be paid.
- If you deposit checks totaling more than $6,725 on any one Business Day ("Large Deposit").
- A check you redeposited was previously returned unpaid.
- You have overdrawn your Discover Account repeatedly in the last six (6) months.
- You have multiple deposits returned in your Account over the immediately preceding 90-day period.
- We have been notified that the deposited check has been lost or damaged in collection.
- We suspect fraudulent or other unusual activity on your Account.
- The deposited check is post-dated, expired or more than six (6) months old.
- The routing number on the deposited check is not a current routing number.
- There are erasures or other apparent alterations on the deposited check.
- An emergency, such as a computer or communication equipment failure, has occurred.

We will notify you if we delay your ability to withdraw funds for any of the reasons set forth in this Section 15(a)(ii), and we will tell you when the funds will be available. The funds will generally be available no later than the seventh (7th) Business Day after the date of your deposit.

(b) Electronic Deposits

(i) Funds from ACH credit transfers and wire transfers initiated at an external bank to your Discover Account (i.e., funds being sent to Discover) will be available for withdrawal no later than the Business Day we receive the funds.

(ii) Funds from ACH transfers initiated at Discover to be withdrawn from your external bank Account, and sent and deposited to your Discover Account are generally available within four (4) Business Days after the date your request is initiated.

The availability of funds from ACH transfers initiated at Discover from your external bank Account and sent and deposited to your Account at Discover may be delayed for a longer period of time (up to ten (10) Business Days) to ensure that the funds have cleared the external bank from which the funds were obtained and under circumstances including, but not limited to, the following:

- You are a New Customer.
- We suspect fraudulent, illegal, or other unusual activity on your Account.
- You have overdrawn your Account repeatedly in the last six (6) months.
- You have multiple deposits returned in your Account over the immediately preceding 90-day period.

(iii) Funds from *Zelle*® transfers to your Account. Please refer to Section 8 of *Zelle*® Person-to-Person Transfer Service User Agreement Addendum for availability of funds from *Zelle*® transfers to your Account.

(c) Cash Deposits

Do not deposit cash through the mail. For cash deposits that are not made in person to one of our employees at the Branch, your funds will be available no later than the first Business Day after the date of your deposit. If you make a cash deposit in person to one of our employees at our Branch, your funds will be available no later than the day we receive the deposit.

(d) Electronic and Cash Deposits by New Customers:

The availability of funds from cash and electronic deposits does not change for New Customers, except as provided in Section 15(b)(ii) above, and is set forth in Sections 15(b) and 15(c).

(e) Determining When Your Deposit is Received

(i) Checks and Cash

The following chart describes when items are determined to have been received by Discover:

Times for When Check & Cash Deposits Will Be Considered Received		
Mailed to our deposit processing center (checks only)	By 12 p.m. (ET) on a Business Day	After 12 p.m. (ET) on a Business Day or any time on a Non-Business Day
	Day of Receipt	**Next Business Day**
In person made to one of our employees at the Branch	Business Day of Receipt	
	Business Day of Receipt	
Via Mail to the Branch (checks only)	**Business Day of Receipt**	

Note: Cash added through the Add Cash service at participating retail merchant locations is considered received day of receipt.

(ii) Wire Transfers

Wire transfers received before 4 p.m. (ET) on a Business Day are considered received on the Business Day we receive them. Wire transfers received after 4 p.m. (ET) on a Business Day are considered received on the next Business Day. See Section 14(b)(i) for additional information.

(f) Funds Availability (Holds)

Any deposit made to your IRA Savings Account (for example, by check or ACH transfers initiated at Discover) may not be available for withdrawal until 60 days after the deposit date, except for required minimum distributions and revocations of IRA plan.

(16) STOP PAYMENT ON CHECKS

You may stop payment on a check drawn on your Cashback Debit Account, Personal Checking Account or Money Market Account in person at our Branch, by calling us or by sending a written request to us. A stop payment order may apply to either a continuous range of checks or a single check. A stop payment order will be effective if we receive the stop payment order at such time and in such manner that we have a reasonable opportunity to act upon the request. The stop payment order is effective for six (6) months from the date you ordered the stop payment. To make a stop payment order, you must provide us with your Discover Account number, the check amount and/or the number and, if available, the payee name. Our acceptance of a stop payment order will not constitute a representation that the check has not already been paid or that we have a reasonable opportunity to act upon the order. Further, you may not stop payment on a check after we have paid the check.

If we fail to stop payment on a check for which a timely request is made, our liability is limited to the face amount of the check. If you would like to renew the stop payment after the effective period of six (6) months, you must call us, come into the Branch or send us a written request.

See Section 27(a) for information on stop payment orders for preauthorized transfers.

(17) ACCOUNT TRANSFER OR ASSIGNMENT

Except as set forth in Section 20, you may not transfer, assign, or grant a security interest in your Account or any portion of the funds in your Account without our prior written consent. No such transfer, assignment or security interest grant will be binding on us unless and until we consent in writing to it. We reserve the right to refuse to allow you to change, add, or delete your name or the names of other Accountholders.

(18) STATEMENTS AND ERROR RESOLUTION

(a) Statement Frequency

For an account to or from which EFTs can be made, we will send a periodic statement for each monthly cycle in which an EFT has occurred. If no EFT has occurred, we will send a periodic statement at least quarterly (except IRA CDs). IRA (Plan) statements will be available annually.

For Cashback Debit, Personal Checking and Money Market Accounts, checks will not be returned to you in your statement. However, you may view check images in the Account Center. Check copies are available upon request.

(b) Statement Error Resolution

You must review and call us or write us promptly after we mail or

otherwise make a statement available if:

- An item (other than an EFT from a Cashback Debit, Personal Checking, Online Savings, Statement Savings, Money Market or Non-IRA CD Account) that you did not authorize or that contains an unauthorized alteration is listed on the statement;
- Your statement contains any errors (other than EFT-related errors from a Cashback Debit, Personal Checking, Online Savings, Statement Savings, Money Market or Non-IRA CD Account); or
- You did not receive your scheduled statement.

If you do not notify us of unauthorized or altered items, or other errors (other than EFTs from a Cashback Debit, Personal Checking, Statement Savings, Online Savings, Money Market or Non-IRA CD Account), or of a missing statement within 60 days after a statement is mailed or otherwise made available, then you waive all claims you may have against us regarding these items.

If you do not call or write us regarding an item that you did not authorize or that contains an unauthorized alteration within 30 days after a statement is mailed or otherwise made available, we are not liable to you for subsequent unauthorized transactions on your Account that we could have prevented if you had timely told us of the unauthorized alteration.

You must call us or write us within six (6) months after a statement is mailed or made available to you to report an unauthorized or missing endorsement on an item you issued.

You must provide us with all information we need to investigate the alleged error or item, and file any police reports, and provide supporting affidavits and testimony we reasonably request. If you do not comply with the requirements, we are not required to reimburse you for any claimed loss, and you cannot bring any legal claim against us in any way related to the item or errors.

(c) Undeliverable Statements

You are responsible for maintaining a current address with us. Your statements will be considered available as of the date that the statement is mailed to you or otherwise made available to you. Your Checking, Savings, Money Market, Non-IRA CD Account, IRA Savings and IRA CD statements are also available through the Account Center.

(d) EFT Error Resolution

Section 18(b) on statement error resolution does not apply to errors regarding EFTs from a Cashback Debit, Personal Checking, Online Savings, Statement Savings, Money Market or Non-IRA CD Account. For resolution of errors regarding EFTs from a Cashback Debit, Personal Checking, Online Savings, Statement Savings, Money Market or Non-IRA CD Account, see Section 28.

(19) CD RENEWAL OPTIONS

- We will send you a notification 30 days before your CD matures.
- When your CD matures, you may make a deposit or withdrawal (in whole or in part), or change the length of the term of the renewed CD once during the Grace Period. The "Grace Period" consists of the nine (9) days immediately following the maturity date.
- Any term change, or deposit or withdrawal (including interest disbursement), during the Grace Period, will end the Grace Period.
- Your CD will automatically renew if no action is taken during the Grace Period.
- If you elect not to renew your CD, you will not be paid interest after the maturity date. Interest will be paid on partial withdrawals during the Grace Period as specified in Section 5(a).
- For IRA CD Accounts:
  - If you are withdrawing funds, we must receive a correctly completed IRA Distribution or Transfer Form before the end of your Grace Period in order for us to process any distribution(s) from your IRA CD Account before the end of the Grace Period.
  - If you would like to make a contribution to your IRA CD Account at maturity or during your Grace Period, we must receive a correctly completed Contribution Form and the additional funds prior to the end of the Grace Period. If we do not receive the Contribution Form and funds prior to the end of the Grace Period, we will either return the funds to you in the same way we received the funds or you may apply for and establish a new IRA CD Account or IRA Savings Account.

(20) RIGHT OF SET-OFF

(a) Set-Off

If you owe us or our affiliate(s) money under any agreement, now or in the future ("Debt"), you grant us (and our affiliate(s), as applicable) a security interest in all of your Accounts (except for IRAs) in which you have an interest, to secure the Debt, plus reasonable attorney fees and costs incurred by us (and our affiliate(s), as applicable) in connection with collecting on the Debt. We also have the right to set off the balance in any of your Accounts (except for IRAs) against any Debt that is due and payable. If the Debt is due and payable, we may exercise our right of set-off and our rights under the security interest to satisfy or reduce the Debt, without giving you notice, before or after the set-off (unless required by applicable law) by withdrawing funds from such Account(s) and applying them to the Debt, and to any associated fees, charges and costs. We may exercise these rights even if the withdrawal leaves insufficient funds in your Account(s) to pay outstanding checks or other items, or results in an Early Withdrawal Penalty being assessed against your Account(s). We may withdraw funds from a joint Account to pay a Debt of any joint Accountholder, regardless of the contributions of each Accountholder. We will not exercise these rights to pay a credit card Debt, or where otherwise prohibited by law. Some government payments may be protected from attachment, levy, or other legal process under federal or state law. If such protections may apply, to the extent that you may do so by contract, you waive these protections and agree that we may take or set off funds,

including federal and state benefit payments, from your Accounts to pay Debts.

(b) Overdrafts

Any overdraft in your Account, regardless of the reason for the overdraft, is immediately due and payable by you without notice of demand from us.

(21) OVERDRAFT PROTECTION SERVICE

We offer an optional overdraft protection transfer service. You may only enroll in the Overdraft Protection Service for your Checking Account, Savings Account or Money Market Account through the Account Center. The Overdraft Protection Service allows you to link an eligible Account to another eligible Account to help avoid overdrawing your Account. Until you have enrolled your eligible Accounts in the Overdraft Protection Service, you will not have the benefit of the Overdraft Protection.

(22) POWER OF ATTORNEY

If you wish to designate another person (your "Attorney-in-Fact"), other than another owner of your Account, to transact on your Account on your behalf, you must deliver to us a Power of Attorney ("POA") form that complies with applicable law. Subject to applicable law, we may decline to honor a POA for any reason, at any time, and we may refuse to recognize a successor Attorney-in-Fact, even if we recognized the first Attorney-in-Fact named in your POA. If your POA names more than one Attorney-in-Fact, you agree that we may rely on the instructions of one Attorney-in-Fact as representing joint action by every Attorney-in-Fact you named in the POA. You agree we do not have the responsibility to monitor for, or enforce, any joint Attorney-in-Fact requirement. We may require the Attorney-in-Fact to execute an affidavit form, which we will provide. The Attorney-in-Fact must notify us immediately upon learning of the principal's death. We may rely on your POA until we have received notice (i) from you that it has been revoked, or (ii) that it has otherwise been terminated. An Attorney-in-Fact is not an owner of the Account and does not have an FDIC-insurable interest in the Account.

(23) PRIVACY AND DISCLOSURE OF ACCOUNT INFORMATION

We will disclose information to third parties about your Account or the transfers you make: (i) where it is necessary for completing transfers, or (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or other consumer reporting agency or merchant, or (iii) in order to comply with government agency or court orders, or (iv) if you give us written permission, or (v) as explained in our Privacy Statement.

You authorize your wireless carrier to use or disclose information about your Account and your wireless device, if available, to Discover or its service providers for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our Privacy Policy at https://www.discover.com/privacy-statement/ for how to see how we treat your data.

(24) ACCOUNT CLOSURE

(a) Closure by Us

We reserve the right to close your Account at any time for any reason, including if the balance in your Account is zero. If we close your Account, funds on deposit will be disbursed to the Accountholder(s).

You will have 45 days, starting with the Account open date, to fund your Cashback Debit Account, Personal Checking Account, Online Savings Account, Statement Savings Account or Money Market Account. If we do not receive funding within 45 days, starting with the Account open date, your Account will be closed. For Non-IRA CD Accounts, you will have 45 days from the application date to fund the Account, otherwise, your Non-IRA CD Account application will be deemed abandoned.

(b) Closure by You

Subject to Section 11(a), you can close your Account at any time by notifying us in person, in writing, or by calling us. For phone requests, we may require you to submit an Account closure request in writing.

(c) All Closures

(i) *Cashback Debit, Personal Checking, Money Market, Statement Savings and Online Savings Accounts*: If any transactions are received after your Account is closed, the transactions will generally be rejected, and debit transactions will be returned unpaid. For interest-bearing Accounts, no interest will be paid on deposits received after your Account has been closed.

(ii) *Non-IRA CD Accounts*: Closure of your Non-IRA CD Account is subject to the restrictions stated in Section 11(a)(i) and Section 36 of this Agreement. If your Non-IRA CD Account is closed prior to maturity, we will assess an Early Withdrawal Penalty. However, we do not assess an Early Withdrawal Penalty for withdrawals following the death of an owner or when an owner is determined to be legally incompetent by a court or other appropriate administrative body, in each case subject to the provision of supporting documentation satisfactory to us.

(iii)(a) *IRA CD Accounts*: Closure of your IRA CD Account is subject to the restrictions stated in Section 11(a)(i) and Section 36 of this Agreement and the provisions set forth in Section 3(iii) governing revocation of an IRA Plan. If your IRA CD Account is closed prior to maturity, we will assess an Early Withdrawal Penalty. However, we do not assess an Early Withdrawal Penalty for withdrawals following the death of an owner or when an owner is determined to be legally incompetent by a court or other appropriate administrative body, or for withdrawals that constitute required minimum distributions from your IRA CD Account, in each case, subject to the provision of supporting documentation satisfactory to us. Upon the death of an IRA CD Account Accountholder, if a surviving spouse is the sole beneficiary, then the surviving spouse must close the IRA CD Account and either (a) open a

new IRA CD Account in the surviving spouse's name with the IRA CD Account term ending on the same date and with the same interest rate and APY as the original IRA CD Account, or (b) receive the funds as a transfer, distribution or a rollover.

(b) *IRA Savings Accounts*: Closure of your IRA Savings Account is subject to the restrictions stated in Section 11(a)(i) and the provisions set forth in Section 3(iii) governing revocation of an IRA Plan. Upon the death of an IRA Savings Account Account holder, if a surviving spouse is the sole beneficiary, then the surviving spouse must close the IRA Savings Account and either (a) open a new IRA Savings Account in the surviving spouse's name, or (b) receive the funds as a transfer, distribution or a rollover.

(iv) *IRAs generally*: Closure of an IRA may result in tax consequences, depending on the circumstances, including tax penalties and assessment of income tax on funds distributed from the closed Account. We may be required to withhold certain amounts for federal income tax. We might also be required to withhold certain amounts of state withholding tax. See your applicable IRA Plan Agreement and disclosures for more information.

(v) *General Account Closure*: If an Account is closed before interest is credited, you will receive the accrued interest. No interest will be earned on the day the Account is closed. Closed Accounts remain subject to the other provisions of this Agreement. We may advise consumer reporting agencies and other third parties of an Account that is closed for misuse, as permitted by law.

(25) TRANSACTION CORRECTIONS, REVERSALS AND DELAYS

(a) Transaction Corrections and Merchant Chargebacks

We may review transactions after they are posted to your Account. If we determine that we credited or debited your Account in error, we may reverse the transaction at any time without notice to you, even if a reversal overdraws your Account. You will be responsible for settling any remaining amount owed to the merchant directly with the merchant.

At our discretion and in accordance with applicable network rules, we may seek a merchant chargeback on transactions after they are posted to your Account. Regarding such debit card transactions that we charge back to a merchant, you may be responsible for settling any remaining amount owed to the merchant directly with the merchant.

(b) Return of Benefit Payments

If we are required to return any federal benefits or other payments that were deposited to your Account after you became ineligible to receive them, we may debit your Account balance, or debit any other Account you own, and return them to the sender. If any of the funds were withdrawn, you agree to repay them upon our request.

(c) Transaction Delays

If we are unable to automatically post a transaction to your Account for any reason, including, but not limited to, your failure to provide a deposit slip, or there is a freeze on your Account, or the deposit is to a CD that has not yet matured, we are entitled to a reasonable amount of time to review the transaction and post it to your Account, or in our discretion, return it.

(26) AMENDMENTS, ACCOUNT CHANGES AND NOTICES

We may change the terms of this Agreement at any time. Unless the law requires us to send you a specific notice, we will decide what kind of notice we will give you, the timing of the notice, and the method of providing the notice. If you are unwilling to agree to such amendments, you have the right to close your Account prior to the changes taking effect, subject to any Early Withdrawal Penalties. Your continued use of the Account after the effective date of the change constitutes your agreement to the Deposit Account Agreement as amended. Notices will be sent to the most recent address shown on our records for your Account. Any notice to one Accountholder constitutes notice to all Accountholders. It is your responsibility to notify us of any changes in your address or name, or if an Accountholder dies. If we are notified by the U.S. Postal Service that your address has changed, we may change your address in our records and send notice to you of the change.

(27) ELECTRONIC FUND TRANSFER (EFT)

"EFT" or "transfer," as used in Sections 27 and 28, means any electronic fund transfer transaction that is initiated through an electronic terminal, telephone, facsimile machine, computer or magnetic tape for the purpose of ordering, instructing or authorizing us to debit or credit your Cashback Debit, Personal Checking, Online Savings, Statement Savings, Money Market and Non-IRA CD Account. The following details your rights in regards to EFTs. You may call us if you have any questions about your rights. Refer to Section 28 for written notification requirements.

(a) Stop Payment of Preauthorized Transfers

If you have arranged to make preauthorized recurring electronic payments out of your Account, you can stop any of these payments. Here's how: Call us at 1-800-347-7000, come into the Branch or write us at Discover, P.O. Box 30416, Salt Lake City, UT 84130. You may also use this contact information to revoke your stop payment order. For payments you have authorized us or a third party to make from your Account via EFT, we must receive your order in such time and in such manner as to allow us a reasonable opportunity to act upon it, which will be no less than three (3) Business Days. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. You must provide us with your Discover Account number, the name of the payee, the date and the payment amount. The stop payment order is effective indefinitely. Once your stop payment order is

effective, the stop payment order will continue in effect until the ACH transfer is stopped (for a one-time stop payment order) or for recurring ACH the stop payment order is effective until you revoke the stop payment order with us. For payments initiated by a third party, you should notify the third party that you have withdrawn your authorization for the payment.

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

(c) Liability for Failure to Stop Payment
If you order us to stop one of these payments within the time frames set forth in Section 27(a), and we do not do so, we will be liable for your losses or damages.

(d) Documentation of Transfers
Your EFTs will be documented as follows:

- **Terminal Transfers (i.e., ATMs):** You can get a receipt at the time you make any transfer/withdrawal from your Cashback Debit, Personal Checking or Money Market Account using an ATM or POS terminal. Save this receipt in order to reconcile your Account and/or to report any discrepancies or malfunctions.
- **Preauthorized Credits:** If you have arranged to have direct deposits made to your Cashback Debit, Personal Checking, Statement Savings, Online Savings or Money Market Account at least once every 60 days from the same person or company, you can call us at 1-800-347-7000 or visit Discover.com to verify whether or not the deposit has been made. You will not receive a separate receipt for these transactions.
- **ACH Transactions Initiated Through the Account Center or by Phone:** You will receive a written notice confirming the verbal authorization to process an ACH by phone. You will be presented with a confirmation screen, confirming the authorization to process an ACH through the Account Center.
- **Statements:** All transfers will be included on your statements.

(e) Your Liability for Unauthorized Transfers
Tell us AT ONCE if you believe your Debit Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check, by calling us at 1-800-347-7000 or by writing us at Discover, P.O. Box 30411, Salt Lake City, UT 84130-0411. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within two (2) Business Days after you learn of the loss or theft of your Debit Card or PIN, you can lose no more than $50 if someone used your Debit Card or PIN without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Debit Card or PIN, and we can prove we could have stopped someone from using your Debit Card or PIN without your permission if you had told us, you could lose as much as $500 (if you reside in California or New York, this amount is as much as $50). Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us AT ONCE. If you do not tell us within 60 days after the statement was made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

(f) Our Liability for Failure to Make Electronic Transfers
If we do not complete a transfer to or from your Account on time or in the correct amount according to your instructions and this Agreement, we will be liable for losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, there is insufficient money in your Account to make the transfer.
- If the terminal or system 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 transaction, despite reasonable precautions that we have taken.
- If the transaction would have violated the terms of any of our agreements with you or with governmental regulations.
- If the ATM where you are making the transfer does not have enough cash.

There may be other exceptions not stated in this Agreement.

(28) ERROR RESOLUTION–ELECTRONIC FUND TRANSFERS
In case of errors or questions about EFTs, call us or write us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we made the FIRST statement available on which the problem or error appeared. Call 1-800-347-7000 or send your inquiry to us at Discover, P.O. Box 30411, Salt Lake City, UT 84130-0411.

In order to more effectively serve you:

- Tell us your name and Account number.
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (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 ten (10) Business Days for the amount you think is in error, so that you

will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account. For errors involving new Accounts, POS, 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. We will tell you the results within three (3) 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 we used in our investigation.

(29) WAIVERS

No delay in our exercise of our rights, powers, or remedies will affect your obligations under this Agreement. If we waive any of the provisions of this Agreement, such waiver will only apply on that occasion.

(30) LEGAL PROCEEDINGS

We may comply with any writ of attachment, adverse claim, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which we believe (correctly or otherwise) to be valid, and we may restrict use of your Account if it is subject to any legal proceedings. We shall be entitled to rely upon the representations, warranties and statements made in such legal processes. You agree to hold harmless and indemnify us for any losses, expenses and costs, including reasonable attorneys' fees incurred by us as a result of complying with such legal proceedings. In the event of your death, we will not release funds on deposit until all legal documents we require are delivered to us. We may pay all or any part of the funds in a joint Account to a court or governmental agency upon receipt of a garnishment, order, tax levy or similar legal process identifying any one or all of the owners of the joint Account.

(31) ABANDONED ACCOUNTS

State laws governing abandoned Accounts may vary from state to state. If we have not had contact from you, there is no activity on your Account, and you have not otherwise indicated an interest in the Account for a period of time specified by state law, the laws in most states require us to treat the funds in such Account as abandoned property and deliver the abandoned funds to the applicable state. Once the property is turned over to the applicable state, you would have to follow the state's requirements and process to obtain a return of the funds we turned over to the state.

(32) SEVERABILITY

Any term contained in this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable under applicable law or regulation shall not affect the validity or enforceability of the remaining terms.

(33) TELEPHONE COMMUNICATIONS

(a) Authorization to Record Calls

You agree that Discover and its affiliates, agents, contractors and marketing partners may listen to or record telephone calls between you and our representatives without additional notice to you.

(b) Authorization to Contact You by Phone

You agree that we (and our affiliates, agents and contractors) may monitor or record any calls between you and us. If we need to contact you to service your Account, or to collect amounts you owe to us, you authorize us (and our affiliates, agents and contractors) to contact you at any number (i) you have provided to us, (ii) from which you called us, or (iii) which we obtained and believe we can reach you at. We may contact you in any way, such as by phone, text or email. We may contact you using an automated dialer or using pre-recorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it by your provider.

(c) Authorization to Contact You by Other Means

You also agree that Discover and its affiliates, agents, and contractors may use other media, as permitted by law and including, but not limited to, mail and email, to contact you about your Account or to offer products or services that may be of value to you.

(34) LIMITATION OF LIABILITY

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAD ADVANCE WARNING OF THE POSSIBILITY OF SUCH DAMAGES.

(35) ARBITRATION OF DISPUTES

(a) Agreement to Arbitrate

In the event of a dispute between you and us arising out of or relating to this Account or the relationships resulting from this Account, or any other dispute between you and us, including, for example, a dispute based on a federal or state statute or local ordinance ("Claim"), either you or we may choose to resolve the Claim by binding arbitration, as described below, instead of in court. Any Claim (except for a Claim challenging the validity or enforceability of this arbitration agreement, including the Class Action Waiver) may be resolved by binding arbitration if either party requests it. THIS MEANS IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO, DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any new Claims later asserted in that lawsuit. This arbitration agreement does not apply if, on the date you submit your Application or on the date we seek to invoke this arbitration agreement, you are a member of the Armed Forces or a dependent of such a member covered by the federal Military Lending Act. If you would like more information about

whether you are covered by the Military Lending Act, please contact us at 1-844-DFS-4MIL (1-844-337-4645) or if you are calling from outside the U.S. at +1-801-451-3730.

(b) Class Action Waiver

ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER ACCOUNTHOLDERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim. The arbitrator may not award class, representative or public injunctive relief. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular Claim for relief, then after all appeals from that decision have been exhausted, that Claim (and only that Claim) must be severed from the arbitration and may be brought in court. Only a court, and not an arbitrator, shall determine the validity, scope and effect of the Class Action Waiver.

(c) Your and Our Right to Go To Small Claims Court

You and we will not choose to arbitrate any individual Claim you or we bring in small claims court (or an equivalent court). This means you or we may bring an action in small claims court (or an equivalent court) without being subject to arbitration. However, if a Claim is transferred, removed or appealed from small claims court (or an equivalent court) to a different court, or if any Claim brought in small claims court exceeds the small claims court limit, you or we may then choose to arbitrate.

(d) Governing Law and Rules

This arbitration agreement is governed by the Federal Arbitration Act ("FAA"). Arbitration must proceed only with the American Arbitration Association ("AAA"). The rules for the arbitration will be those in this arbitration agreement and the procedures of the AAA, but the rules in this arbitration agreement will be followed if there is disagreement between the agreement and the AAA's procedures. If the AAA's procedures change after the Claim is filed, the procedures in effect when the Claim was filed will apply.

For a copy of the AAA's procedures, to file a Claim or for other information, please contact the AAA at 1101 Laurel Oak Rd., Voorhees, NJ 08043, www.adr.org.

If the AAA is completely unavailable, and if you and we cannot agree on a substitute, then either you or we may request that a court with jurisdiction appoint a substitute.

(e) Fees and Costs

The parties shall pay filing, administrative and arbitrator fees in accordance with the Administrator's rules and applicable law. If you cannot afford to pay arbitration filing fees and you are not able to obtain a waiver of fees from the Administrator, we will advance them for you. You may obtain a waiver of these fees by sending us a written request, personally signed by you, stating that you cannot afford to pay your portion of said fees. Any request for us to pay these fees should be sent to Discover, P.O. Box 30421, Salt Lake City, UT 84130-0421. If you lose the arbitration, the arbitrator will decide whether you must reimburse us for money we advanced for you for the arbitration. If you win the arbitration, we will not ask for reimbursement of money we advanced. Additionally, if you win the arbitration, the arbitrator may decide that you are entitled to be reimbursed for your reasonable attorneys' fees and costs (if actually paid by you). Provided such an award is permitted by applicable law, the arbitrator may also require a party to pay compensation, expenses and administrative fees (which include filing and hearing fees) to the Administrator and/or to another party upon the arbitrator's determination that the party's claim or counterclaim was filed for purposes of harassment or is patently frivolous.

(f) Hearings and Decisions

Arbitration hearings will take place in the federal judicial district where you live. A single arbitrator will be appointed.

The arbitrator must:

- Follow all applicable substantive law, except when contradicted by the FAA;
- Follow applicable statutes of limitations;
- Honor valid claims of privilege; and
- Issue a written decision including the reasons for the award.

The arbitrator's decision will be final and binding except for any review allowed by the FAA. However, if more than $100,000 was genuinely in dispute, then either you or we may choose to appeal to a new panel of three arbitrators. The appellate panel is completely free to accept or reject the entire original award or any part of it. The appeal must be filed with the AAA not later than 30 days after the original award issues. Appeal costs will be allocated consistent with the AAA's Consumer Arbitration Rules and Due Process Protocol.

Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction. Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.

(g) Claim Notice and Special Payment

If you have a Claim, before initiating an arbitration proceeding, you may give us written notice of the Claim ("Claim Notice") at least 30 days before initiating the arbitration proceeding. The Claim Notice must include your name, address and Account number and explain in reasonable detail the nature of the Claim and any supporting facts. Any Claim Notice shall be sent to us at Discover, P.O. Box 794, Deerfield, IL 60015 (or such other address as we shall subsequently provide to you). If, and only if, (1) you submit a Claim Notice in accordance with this Agreement on your own behalf (and not on behalf of any other party); and (2) an arbitrator, after finding in your favor in any respect on the

merits of your Claim, issues you an award that (excluding any arbitration fees or attorneys' fees and costs awarded by the arbitrator) is greater than the value of Discover's last written settlement offer made before an arbitrator was selected, then you will be entitled to the amount of the award or $7,500, whichever is greater. If you are entitled to the $7,500, you will receive, in addition, any arbitration fees or attorneys' fees and costs awarded by the arbitrator.

(h) Other Beneficiaries of this Agreement to Arbitrate

In addition to you and us, the rights and duties described in this arbitration agreement apply to: our Affiliates' successors, subsidiaries, and our and their officers, directors and employees; any third party co-defendant of a Claim subject to this arbitration agreement; and all joint Accountholders of your Account(s).

(i) Survival of this Agreement

This arbitration agreement shall survive:

- Closing of your Account;
- Any legal proceedings to collect money you owe;
- Any bankruptcy by you; and
- Any sale, assignment or transfer by us or your Account.

(j) You Have the Right to Reject Arbitration for this Account. You may reject the arbitration agreement, but only if we receive from you a written notice of rejection within 30 days of your receipt of this Agreement. You must send the notice of rejection to: Discover, P.O. Box 30411, Salt Lake City, UT 84130-0411.

Your rejection notice must include your name, address, phone number, Account number and personal signature. No one else may sign the rejection notice for you. Your rejection notice must not be sent with any other correspondence. Rejection of arbitration will not affect your other rights or responsibilities under this Agreement. If you reject arbitration, neither you nor we will be subject to the arbitration agreement for this Account. Rejection of arbitration for this Account will not constitute rejection of any prior or future arbitration agreement between you and us.

(36) EARLY WITHDRAWAL PENALTIES; ACCOUNT OPENING REQUIREMENTS; SERVICE CHARGES

Early Withdrawal Penalties

For New CDs: Beginning on the 8th day after your CD is opened and funded, and for the next 22 calendar days, we will deduct each day's simple interest on the Issue Amount withdrawn from the funding date to the date of withdrawal. Thereafter, the Early Withdrawal Penalty will be calculated as described in the chart to the right.

For Renewing CDs: Beginning on the day your CD's Grace Period ends and for the next 20 calendar days, we will deduct each day's simple interest on the Issue Amount withdrawn from the maturity date to the date of withdrawal. Thereafter, the Early Withdrawal Penalty will be calculated as described in the chart to the right.

Early Withdrawal Penalty is calculated based on the Issue Amount Withdrawn					
CDs opened or renewed through 3/14/2013					
Term	**Less than 1 Year**	**1-5 Years**	**Greater than 5 Years**		
Penalty	3 months simple interest	6 months simple interest	9 months simple interest		
CDs opened or renewed 3/15/2013 through 2/16/2014					
Term	**Less than 1 Year**	**1 Year to < 4 Years**	**4 Years to < 7 Years**	**7 Years or Greater**	
Penalty	3 months simple interest	6 months simple interest	9 months simple interest	15 months simple interest	
CDs opened or renewed on or after 2/17/2014					
Term	**Less than 1 Year**	**1 Year to < 4 Years**	**4 Years to < 5 Years**	**5 Years to < 7 Years**	**7 Years or Greater**
Penalty	3 months simple interest	6 months simple interest	9 months simple interest	18 months simple interest	24 months simple interest

In some cases, the Early Withdrawal Penalty may reduce the principal in the CD. One month equals 30 days for simple interest calculation.

All Early Withdrawal Penalties will be automatically deducted from your Account except for those instances described in Section 24. Each IRA Plan (Traditional or Roth) you open is subject to revocation as defined in Section 3(iii)(a)(2). An Early Withdrawal Penalty will not apply if you revoke your IRA Plan under Section 3 (iii)(a)(2).

Account Opening Requirements & Service Charges:

Account Opening Requirements		
Product	***Minimum Opening Balance***	***Other Product-Specific Requirements***
Cashback Debit	$0	Online Account only
Personal Checking	$0	Must be opened in person at the Retail Branch
Savings/IRA Savings	$0	Certain withdrawals and transfers limited to 6 items per month (See Section 11)
Statement Savings	$0	Must be opened in person at the Retail Branch
Money Market	$0	Certain withdrawals and transfers limited to 6 items per month (See Section 11)
CDs/IRA CDs	$0	

Account Service Charges (Not Applicable to IRAs)	
Outgoing Wire Transfer	**$30**

There is no minimum opening balance requirement for any Deposit Account type. We do not charge Account Fees for Account activities, including, but not limited to: having insufficient funds in or overdrawing your Account, excessive withdrawals on Money Market and Savings Accounts, going below a minimum balance, placing stop payment orders, replacing Debit Cards or ordering checks.

MoneyPass® is a registered trademark of Fiserv Solutions, LLC or its affiliates.

Allpoint® is a registered trademark of ATM National, LLC.

Zelle® and the *Zelle*® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

Venmo® and PayPal® are registered trademarks of PayPal, Inc.

DISCOVER® | BANKING

FACTS WHAT DOES DISCOVER DO WITH YOUR PERSONAL INFORMATION?

Rev. 8/26

BK.PP.LIN.LD1

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: · Social Security number and account transactions · Account balances and payment history · Transaction history and credit history
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Discover chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Discover share?	Can you limit this sharing?
For our everyday business purposes– such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus and other consumer reporting agencies	Yes	No
For our marketing purposes– to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes– information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes– information about your credit worthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing	Call 1-866-402-1048–our menu will prompt you through your choices **Please note:** If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Call 1-800-347-7000

Who we are

Who is providing this notice?	This privacy notice is being provided by Discover, a division of Capital One, N.A. (Discover), and applies to the products and services obtained at our retail bank office in Greenwood, Delaware and deposit accounts opened by mail, by phone, or on our websites and the products and services offered in connection with those accounts.

What we do

How does Discover protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Discover collect my personal information?	We collect your personal information, for example, when you: · Open an account or make deposits or withdrawals from your account. · Give us your contact information or make a wire transfer. · Provide account information. We also collect your personal information from others, such as credit bureaus and other consumer reporting agencies, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: · Sharing for affiliates' everyday business purposes–information about your creditworthiness. · Affiliates from using your information to market to you. · Sharing for nonaffiliates to market to you. State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. · *Our affiliates include financial companies with the Capital One, Capital One Shopping, Capital One Travel, Brex, Discover, DFS, Velocity Black, Diners Club International, PULSE Network, and The Student Loan Corporation names.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. · *Discover does not share with nonaffiliates so they can market to you.* · *Nonaffiliates we share with can include service providers.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. · *Our joint marketing partners can include institutions such as insurance companies.*

Other important information

Vermont Residents–We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Find additional information about our privacy policies at www.discover.com/privacy-statement or by calling 1-800-347-7000.

California Residents–Except as permitted by law, we will not share information we collect about you with nonaffiliates or joint marketing partners while you are a resident of California.

Nevada Residents–You may call 1-866-402-1048 to be placed on our Do Not Call List. For more information, mail Discover, PO Box 30416, Salt Lake City, UT 84130. You may also contact the Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Ave., Suite 3900, Las Vegas, NV 89101, call 1-702-486-3132, or email BCPINFO@ag.state.nv.us. This notice is provided pursuant to state law.