

Effective November 20, 2023, the Account Center (Banking) Agreement Section II: Terms and Conditions of the Funds Transfer Service will be updated as follows:

**The following will be added under “Your Liability for Unauthorized Transfers:”**

- Also, if your statement shows transfers that you did not make, 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.

**The following will be added under “Account Verification:”**

- Not all verification method(s) will be used or available to the customer. Discover will determine which method(s) will be available for use.
- We may, at our discretion, further verify Accounts you add to the External Funds Transfer Service. If Discover Bank is unable to verify the ownership of the Account the funds are pulled from, we may cancel the account linkage to the external Account and/or return the funds to the institution from which those funds came.

**The following will be added under “Limitations on Transfers:”**

- There is a minimum per transfer limit of \$25.



Discover Bank, Member FDIC

## **ACCOUNT CENTER (BANKING) AGREEMENT**

**Effective April 24, 2023**

This Account Center (Banking) Agreement (the "Agreement") includes the terms and conditions for your use of the Discover Bank Account Center - Banking (the "Account Center") online or through the Discover App, including, in particular, the activities of transferring funds between your eligible Discover account(s) ("Account(s)") (the "Internal Funds Transfer Service"), and transferring funds between your Accounts and your external (non-Discover) deposit accounts (the "External Funds Transfer Service") (together, the "Funds Transfer Service"; and collectively with other base and optional services, the "Account Center Services" or "Services"). When you use the Account Center, you agree to be bound by the terms of this Agreement. These terms and conditions are in addition to the Deposit Account Agreement and/or the Discover Personal Loan Agreement, as applicable, you received at account opening, and terms and conditions for other services we offer. The Discover App is also subject to the Discover Mobile Site and Application Terms of Use.

By clicking on the button by which you elect to enroll in the Account Center, you acknowledge and represent that: (i) you have read, understand and agree to the terms in this Agreement and: (ii) you have full authorization from any other signer on the eligible Account(s) to execute this authorization on his/her/its behalf and that any other signer on the eligible Account(s) agrees and understands that we, and any of our processing agents, are authorized to debit and credit entries to the eligible Account(s) in accordance with your transfer instructions.

Any references to "we", "us", "our", and "Discover" includes Discover Bank and any agent, contractor, designee, or assignee that Discover Bank involves in the provision of the Account Center Services. "You", "your" or "yours" includes you and any person authorized by you to access the Account Center Services. To use the Account Center you must be at least 18 years old and maintain a primary physical U.S. address. Our Business Days are Monday through Friday, excluding Federal Reserve Bank holidays. Account Center enrollment is required to maintain a Cashback Debit Account and, therefore, if your Account Center enrollment is cancelled because you no longer maintain a primary physical U.S. address or for any other reason, all Cashback Debit Accounts you have will be closed.

You may have to accept additional terms and conditions for certain services you may wish to utilize within the Account Center.

### **I. GENERAL TERMS AND CONDITIONS; FUNCTIONALITY; CANCELLATION/TERMINATION**

You agree to access your Accounts by logging in to the Account Center.

If you have a joint Account, each party may sign up for the Account Center individually. However, each joint Account owner must register separately to securely protect his/her personal information. Accountholder(s) may not share user IDs or passwords.

After you register, as you open new Accounts, they will be automatically linked to your online profile. You will be able to view and access each of your Accounts by viewing transaction histories, current and

past statements, and schedule transfers between Accounts or between Accounts and registered external bank accounts. You may also manage your online profile and access FAQs and forms/documents for a variety of banking topics.

Messages from us may be posted in the Secure Message Center within the Account Center.

You may also register for other optional services, such as Paperless Statements, Overdraft Protection, Mobile Check Deposit and Bill Payment for which separate enrollment is required.

Additionally, you may also choose to use our automated chat functionality to answer questions you may have about our Services. Please note that this is an automated program and that a real person will not be responding to your messages. By using this feature, you agree that we may share the contents of these messages with the third party service provider that allows us to offer this service.

We may discontinue offering the Account Center, the Internal Funds Transfer Service, the External Funds Transfer Service and/or any other optional services at any time. We will provide you notice of such discontinuance as required by law.

We reserve the right to refuse to honor an instruction or suspend or terminate your access to the Account Center, in whole or in part, at any time, with or without cause and with or without notice, and may immediately do so including, without limitation, if:

- (a) We have reason to believe that your Account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your password;
- (b) We believe the Account Center and/or an Account Center Service is not being used for its intended, bona fide and lawful purposes under the terms and conditions of this Agreement;
- (c) You repeatedly overdraw your Account or exceed the transaction limitations applicable to your Account;
- (d) Your Account is closed, access to your Account is restricted for any reason, or if you do not use the Account Center for a period of time;
- (e) You do not use the Account Center following enrollment; or
- (f) Your e-mail address malfunctions or is no longer valid.

You may cancel your enrollment in the Account Center by calling one of our Banking Specialists at 1-800347-7000. **If you cancel your enrollment in the Account Center, all Cashback Debit Accounts you have will be closed.** You may suspend your use of an Account Center Service by cancelling all scheduled transactions.

Termination of your Account Center enrollment or suspension of a Service will not affect your rights and responsibilities under this Agreement for transactions initiated before termination.

**Please note that by logging in to the Account Center or by otherwise accessing your Account, you signify that you have read and agree to the terms of our Privacy Policy.** We may collect and process information regarding your use of the Account Center in accordance with the terms of this Privacy Policy. Please note that this may include the implementation of session replay technologies, which allow us to better understand how you navigate our Service and how you engage with our content.

### **Electronic Communications**

The Account Center Services are provided electronically, and all communications associated with this Agreement and the Account Center Services may be provided by electronic means (although we are under no obligation to do so), including:

1. This Agreement and any amendments, modifications or supplements;
2. Your records of Funds Transfers and other transactions through the Account Center, including confirmations of individual transactions, account linkages and status updates for transfers in process;
3. Any disclosures or notices provided in connection with an Account Center Service, including disclosures required by federal or state law;
4. Any customer service communications, including communications with respect to claims regarding unauthorized transactions or unauthorized use of the Account Center; and
5. Any other communications related to the Account Center Services. Communications related to this Agreement and the Account Center Services may be posted on the pages of the Account Center Service website, another website disclosed to you, or delivered to the email address you provide to us. You are responsible for updating any changes to the e-mail address used for the Account Center Service, and any electronic communication sent by e-mail will be deemed to have been sent and received by you when our e-mail server directs the e-mail message to the e-mail address we have on file, whether or not you received the e-mail.

### **Updating Your Records**

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Agreement and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through the Account Center or by contacting us at 1-800-347-7000. For customers of our branch in Greenwood, Delaware, please contact us at 1-888-765-6654.

**Exclusion of Warranties**

THE ACCOUNT CENTER SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.

**Indemnity**

You agree to indemnify and hold harmless Discover Bank, our subsidiaries and affiliates, successors and assigns, all officers and employees thereof, and our third party service providers, from any and all third party actions, claims, liability, and damages, and to be responsible for all expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your connection to or use of the Services, your violation of: (i) the terms and conditions of Section II. below; (ii) the Discover Bank website Terms of Use; or (iii) your infringement or violation of the rights of others. The obligations contained in the preceding sentence will continue after the Services are terminated.

**Your Representations and Warranties**

As a condition of using the Services, you represent and warrant to Discover Bank that: (i) you will not use the Services for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation; (ii) the information you are providing with us is true, correct and complete; (iii) you will not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services; or (iv) you will not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services. You agree that these representations and warranties will survive termination of this Agreement.

**Amendments**

We have the right to modify this Agreement, including the fees and charges applicable to the Account Center Services at any time, which changes may include the addition of new charges or terms. If we make adverse changes, you will be notified as required by applicable law.

**Governing Law**

This Agreement shall be governed by and construed in accordance with Delaware law, without regard to conflict of laws and principles.

**II. TERMS AND CONDITIONS OF THE FUNDS TRANSFER SERVICE**

At our sole discretion we may reject any Funds Transfer request that: (i) is or we reasonably believe involves an illegal or improper purpose or activity; (ii) exceeds the available funds in your Account; (iii) we have reason to believe may not be authorized by you; (iv) involves funds subject to a hold, dispute or legal process; (v) would violate any law, rule or regulation applicable to us, the Funds Transfer Service, you or any other party that processes or receives the transfer; (vi) is initiated using an account that is unable to receive funds using the Funds Transfer Service based on information received from the external bank (vii) is not in accordance with any other requirement stated in this Agreement, any other applicable agreement with us, or any of our policies, procedures or practices; (viii) for our protection or yours, we have reasonable cause not to honor; or (ix) as provided in the Cancellation and Termination Section of this Agreement.

Your ability to schedule transfers through the Funds Transfer Service is also limited by applicable law and other limitations as set forth in your Deposit Account Agreement. For example, certain transfers from your Money Market Account and/or Savings Account are limited to no more than six (6) per calendar month per Account. For security reasons, we may impose additional limits on the dollar amount or timing of transfers from your Account. Each transfer through the Funds Transfer Service from your Money Market Account and/or Savings Account is counted as one of the six (6) limited transfers permitted per calendar month. We may assess an Excessive Withdrawal Fee for each transaction in excess of this limit.

**NOTE:** When you give someone your Account Center user ID and password, you are authorizing that person to use the Account Center and you are solely responsible for all transactions that person performs while using the Account Center. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions and you will be solely responsible for such transactions.

### **Joint Accounts**

If any of the accounts that you register under the Account Center is a joint account, you hereby represent, warrant and confirm that all joint owners have consented for you to use the registered account(s) with the Service.

### **Your Liability for Unauthorized Transfers**

Please tell us AT ONCE if you believe your Account Center password has been lost or compromised or someone has transferred money from your Account without your permission. Contacting us by telephone is the best way of keeping your losses down. You could lose all the money in your Account. If you believe your Account Center password has been lost or stolen, and you tell us within two (2) Business Days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Account Center password without your permission. If you do NOT tell us within two (2) Business Days after you learn of

the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

### **Our Liability for Failure to Complete Transfers**

If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable: (i) if, through no fault of ours, you do not have enough money in your Account or External Account to make the transfer; (ii) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or if we are ever obligated by law to pay interest on the amount of a transfer, you will be paid interest on a daily basis equal to the current annual percentage yield that is otherwise applicable to the Account from which the funds transfer should have occurred; (iii) for any other reason stated elsewhere in this Agreement.

In the event we are ever liable to you for damages resulting from processing nor not processing a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorneys' fees.

### **Limitation of Liability**

Unless otherwise required by law, in no event will we be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.

### **In Case of Errors or Questions about your Electronic Transfers**

Telephone us at 1-800-290-9885, or write to us at Discover Bank, PO Box 30416, Salt Lake City, UT 84130, as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us verbally, we may require you to 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 the use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account. For errors involving new Accounts, we may take up to 90 days to investigate your complaint or question. We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### **A. EXTERNAL FUNDS TRANSFER SERVICE**

The External Funds Transfer Service is a bank-to-bank funds transfer service offered by Discover Bank and its third-party service provider.

This service allows you to transfer funds to and from your eligible Account(s) and other eligible accounts held by you at another financial institution in the United States. We reserve the right to reject transfers between accounts that are not owned by you, as well as transfers that originate at Discover that are intended to be sent to an international account. We reserve the right to reject transfers between accounts if we are unable to verify accounts you add to the External Funds Transfer Service. It is your responsibility to ensure that all transactions originated by you are with external accounts that can accept funds through the External Funds Transfer Service. Discover will not allow any transaction to proceed with an external account that has been marked as being unable to receive funds using the service based on information received from the external bank. Funds Transfers can be one time or recurring. In order to use the External Funds Transfer Service, you must be an online banking customer of Discover Bank and have a valid e-mail address.

#### **Account Verification**

We will verify the accounts you add to the External Funds Transfer Service. In order for us to verify your account(s) with third party financial institutions ("External Account(s)"), we may request certain information from you (such as ABA routing numbers, account numbers, user IDs, or passwords) regarding your accounts that you request to register for use with the service. You authorize us to verify the External Account(s) using one or more of the following methods:

- Instant Verification - method in which the External Account is verified using the ABA routing number, account holder name and account number.
- Real-time Verification - method in which the External Account is verified using the sign-in details for online access used for the External Account.



- Trial-deposit Verification - method in which the External Account is verified through your confirmation of two small deposits made to the External Account. Trial deposits typically take 3 to 5 Business Days to post to your External Account.

Discover reserves the right to (i) prevent the addition of a new External Account and (ii) prohibit the use of an existing linked External Account based on feedback we receive from the external financial institution.

External Accounts will be available within the Account Center after verification is complete.

### **Scheduling Transfers From Your Discover Bank Deposit Account**

On the "Send On" date, we will initiate the process to transfer funds from your Account. Funds will be delivered to the receiving financial institution within three (3) Business Days following the date funds are debited from your Account. For recurring transfers, you may only choose a "Start Date" that is a Business Day. If your selection results in future debits on a weekend or holiday, the transfer will be initiated on the prior Business Day.

### **Scheduling Transfers To Your Discover Bank Deposit Account**

On the "Send On" date, we will initiate the process to debit the selected External Account. The process of debiting your External Account may vary by financial institution; however your funds will be credited to your Account the next Business Day following the "Send On" date, subject to applicable hold periods, as set forth in the Deposit Account Agreement.

If you request a "Send On" date that is a weekend or holiday, or after the cut-off time, the transfer process will be initiated the next Business day.

A transfer may be returned if there are insufficient funds available in the account to be debited, or you have provided an incorrect account number or ABA routing number. When you schedule a funds transfer using the Service, you authorize us to withdraw the necessary funds from your designated account, including any applicable fees.

### **Modifying or Cancelling Transfers**

You can edit and cancel transfers in the Scheduled Transfers section of the Service, if the process to transfer funds has not commenced. If the funds transfer process has not begun and cancellation or modification for a scheduled transfer is available, the "Delete" or "Edit" link, as applicable, will be displayed.

### **Cut-off Time**

Funds transfer requests received after 5pm Eastern Time will be considered received the following Business Day.

### **Service Fees**

You may be charged an Insufficient Funds Fee if you schedule a Funds Transfer that exceeds the amount of your available balance. The amount of the Insufficient Funds Fee is set forth in the Fee Schedule provided in or with the Deposit Account Agreement. If you schedule a transfer from an External Account and there are insufficient funds in the External Account, you may be charged a fee by that financial institution.

We may change our fee schedule at any time. If we make a change, you will be notified in writing as required by applicable law. You authorize us to deduct all fees that you incur for the Service from any Account you register for use with the Service. Cancellation of the Service for which fees are charged does not release you from liability for any and all fees assessed by us but not yet paid prior to your cancellation of such Service.

### **Limitations on Transfers**

The following limitations apply to the transfers made through this Service:

- Incoming limit is up to \$250,000 per 30-day rolling period for each Account Center registered owner\*.

\* Cashback Debit accounts opened on or after March 20, 2022, are subject to an up to \$10,000 incoming limit per 30-day rolling period for each Account Center registered owner.

- Outgoing limit is up to \$250,000 per 30-day rolling period for each Account Center registered owner.
- The limits above are subject to a combined incoming/outgoing limit of up to \$300,000 per 30-day rolling period for each Account Center registered owner.
- For security reasons, there may be additional limits on the dollar amount of external transfers made through this Service.

Any transfers that will cause either limit to be exceeded will be rejected.

We may change your transfer limits at any time, including reducing your transfer limits. You agree that we may change or reduce your transfer limits without prior notice. However, where we are required by law to do so, we will notify you of such reduced limits.

### **ACH Authorization**

You hereby authorize Discover Bank and our third party processing agents, to initiate electronic debits and credits to and from your eligible Account(s) and External Account(s) through the Automated

Clearing House System (ACH System) in the amount of the funds transfers you request and the amount of any fees payable under this Agreement or any other applicable agreement. You also authorize us to initiate debits and credits to your Accounts through the ACH System to make corrections.

This authorization shall remain in full force and effect until we have received notice from you of its termination by cancelling the Service in the manner provided in the Cancellation and Termination Section above.

## **B. TERMS AND CONDITIONS OF THE INTERNAL FUNDS TRANSFER SERVICE**

The Internal Funds Transfer Service is an internal funds transfer service offered by Discover Bank. This service allows you to transfer funds between your eligible Discover Account(s). Transfers can only be completed between accounts that are owned by you as the primary or joint accountholder. Transfers can be one-time or recurring. In order to use the Internal Funds Transfer Service, you must be an online banking customer of Discover Bank and have a valid e-mail address.

### **Scheduling Transfers Between Your Discover Bank Deposit Accounts**

You may set up one-time or recurring internal transfers between your Discover Bank deposit accounts. For internal transfers submitted for the same day, available funds from the sending Account will be delivered to the receiving Account immediately. Transfer requests submitted for the same day cannot be modified or cancelled once the transfer request has been submitted. For post-dated or recurring transfer requests, funds will be transferred on the scheduled "send on" date of the transfer request. Post-dated and recurring transfer requests may be modified or cancelled up to 11:59 PM ET, the day before the send on date.

### **Limitations on Transfers**

Internal transfers are limited to the available funds in your Account. We may change your transfer limits at any time, including reducing your transfer limits. You agree that we may change or reduce your transfer limits without prior notice. However, where we are required by law to do so, we will notify you of such reduced limits.

## **IV. ADDITIONAL TERMS FOR BUSINESS ACCOUNT USERS**

For the purposes of this section, 'you' refers to the owner or other authorized officer/individual of a business customer of Discover Bank. You agree that by granting access to various users, you will: (i) ensure that each user agrees to the terms of this Agreement, and (ii) enable such users to view the business Account(s), perform Account maintenance, and transfer funds out of the Account(s). If you rescind authorization for any particular user, you are responsible for notifying that individual immediately and changing the company's password (and/or user ID) so that the individual may no longer access the Account Center on your company's behalf.

We will not be liable to your company for unauthorized payments or transfers made using the user ID or password you or the business assigned that occur before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on such notice.

**V. ADDITIONAL TERMS FOR DISCOVER PERSONAL LOAN ACCOUNT USERS**

If you are a Discover Personal Loan (DPL) account holder, you may view your DPL statements, scheduled payments, and payment history; authorize one-time payments from Discover deposit Accounts and External Accounts to your DPL account; enroll in Automatic Payments for recurring payments from External Accounts to your DPL account; and enroll in paperless DPL account statements. Additional details for these services are available within the Account Center.

©2023 Discover Bank, Member FDIC

DBACEFTA.<0222>