

## OVERDRAFT PROTECTION SERVICE AGREEMENT ADDENDUM

This Overdraft Protection Service Agreement Addendum ("OD Agreement") contains the terms and conditions for the use of Discover's Overdraft Protection Service ("Service") that Capital One, N.A. and/or its affiliates (collectively, "Discover", "us," or "we") may provide to You. Discover is a division of Capital One, N.A. This OD Agreement amends and becomes part of the Discover Deposit Account Agreement ("Account Agreement"), the Account Center (Banking) Agreement, the Mobile Check Deposit Service User Agreement, and the Terms and Conditions of the Bill Payment Service (the Account Center (Banking) Agreement and the Terms and Conditions of the Bill Payment Service are collectively referred to as "Account Center Agreement", and the Account Agreement, and Account Center Agreement are collectively referred to as "Other Agreements"). In the event of a conflict between the terms and conditions of this OD Agreement and those in the Other Agreements, the terms and conditions of this OD Agreement will prevail for the purposes of overdraft protection service only.

### 1. DEFINITIONS:

- a. "Business Days" are Monday through Friday, excluding Federal Reserve Bank holidays
- b. "Eligible Account" means a Cashback Debit, Retail Personal Checking, Money Market, Online Savings, Premium Savings or Statement Savings.
- c. "Funding Account" means the Eligible Deposit Account that you have designated to provide funds to a Protected Account when there are insufficient funds in the Protected Account to cover the items/transactions presented.
- d. "Protected Account" means the Eligible Deposit Account that you have designated to receive funds from the Funding Account when there are insufficient funds in the Protected Account to cover the items/transactions presented.
- e. "Service" refers to Discover's Overdraft Protection Service as described in this OD Agreement.
- f. "You," "your," and "Accountholder" refer to each person or entity in whose name an Eligible Deposit Account is held or who has authority to operate the Account, as well as, any permitted assignee or successor in interest to the Eligible Deposit Account.

**2. ACCEPTANCE/USE OF THE SERVICE.** Your use of the Service constitutes your acceptance of this OD Agreement. The OD Agreement is subject to change from time-to-time. We will notify you of changes in accordance with the terms of the Account Agreement, and your continued use of the Service after such notice indicates your acceptance of and agreement to any future changes.

**3. DESCRIPTION OF SERVICE.** The Service enables you to designate a single Eligible Account as the Funding Account and a different single Eligible Account as the Protected Account to participate in the Service. An Eligible Account may only be designated as a Funding Account or as a Protected Account, but cannot be both. You agree that you may only designate one account as a Funding Account and one account as a Protected Account. Two accounts cannot provide Overdraft Protection for each other. For

example, a Cashback Debit Account may be designated as the Protected Account and a Savings Account be designated as the Funding Account. Once that designation has occurred neither the Cashback Debit Account nor the Savings Account may be used to fund or protect another Eligible Account.

**4. ELIGIBLE ACCOUNT DESIGNATION.** You have designated one of your Eligible Accounts as your Funding Account and another of your Eligible Accounts as a Protected Account. By making such designation, you authorize Discover to apply the Service to your designated eligible Accounts. If Discover determines that there are not enough available funds in your Protected Account to cover your account withdrawals, Discover will automatically transfer available funds in the exact increment needed to meet the withdrawals of your Protected Account from the Funding Account as follows:

- a. If there are sufficient funds to cover some but not all of your overdrafts, Discover will exercise its discretion (i) in paying some but not all of the items and (ii) to pay items drawn on the Protected Account in the order as set forth in Section 11(b) of the Deposit Account Agreement. The order of payment may affect the total number of items paid and/or returned.
- b. Discover, upon the determination that there is an insufficient balance in the Protected Account to pay items presented for payment to the Protected Account, will transfer the exact amount of the overdraft from the Funding Account to the Protected Account.
- c. There is no extension of credit in this Service and Discover is not obligated to transfer funds to the Protected Account if such a transfer will exceed the funds available in the Funding Account, as designated and determined by the Account Agreement applicable to the Funding Account.
- d. You may, upon compliance with Discover's then applicable process, request a modification of your designated Eligible Accounts by adding, deleting or substituting other Eligible Accounts. Discover reserves the right to accept or decline such request for an addition, deletion or substitution and may require you to agree to a new or amended OD Agreement.

**5. TRANSFER REQUIREMENTS.**

- a. We will NOT transfer more than the available balance of your Funding Account. If the available balance of the Funding Account is not sufficient to pay the total amount of all the checks and other transactions you have initiated on any day, we will transfer enough funds to pay as many checks or other transactions as the Funding Account will allow. Any transactions that are not paid by the transfer will be paid or returned. We will only transfer funds from your Funding Account once per Business Day.
- b. The Overdraft Protection service does not cover ATM withdrawals, or, POS debit transaction. POS debit transactions and ATM withdrawals may not be completed if sufficient funds are not available.
- c. You understand and agree that any transfer between your designated Protected Account and your designated Funding Account as part of the Service, is and will be subject to this OD Agreement and all the Other Agreements, together with any other disclosures provided in connection with the Service or your Eligible Accounts.
- d. You acknowledge and agree that we will determine whether to pay or return item(s) presented against your Protected Account on the day after such item(s) post to your Protected Account (Day 2). During Day 2, we will determine if there are sufficient funds available in your Funding Account to cover

the overdraft(s) of your Protected Account. If there are sufficient funds in the Funding Account we place a hold on the funds until nightly processing. You have until 8PM ET on the day after your Protected Account is overdrawn (Day 2) to make a deposit to your Protected Account to avoid using the Service. If you have not made a deposit to your Protected Account sufficient to cover the overdraft(s) and there are sufficient funds in your Funding Account, we will transfer the held funds from the Funding Account to the Protected Account.

**6. TRANSACTION LIMITATIONS.** You acknowledge and agree that transfers made between your designated Protected Account and your designated Funding Account as part of the Service will count toward any applicable transaction limitations as set forth in Section 11(a)(ii) of the Account Agreement, including limitations on preauthorized transfers that are limited by federal regulations during each month.

**7. FEES.** There is no fee for the Overdraft Protection Service.

**8. TERMINATION OF SERVICE.** Discover reserves the right, at any time, to change, suspend or discontinue your access to the Service, in whole or in part, at our sole discretion upon any notice required by law. Denial of Service can result from various events, including, but not limited to the following:

- a. any breach of this OD Agreement;
- b. legal judgments against you;
- c. changes in your credit status; or
- d. governmental advice.

We will cancel the Service for your Protected Account without notice to you if your Funding Account is closed by you or by us. The Service will automatically terminate if the Funding Account is placed in a frozen or closed status. Upon termination of the Service, a new application and OD Agreement will need to be completed and agreed to by you to obtain the Service.

**9. DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (I) WILL MEET YOUR REQUIREMENTS, (II) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) WILL DELIVER ACCURATE OR RELIABLE RESULTS, AND (IV) WILL BE CORRECTED IF ANY ERRORS ARE IDENTIFIED IN THE SERVICE OR TECHNOLOGY.

**10. LIMITATION OF LIABILITY.** You agree that Discover will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or other losses incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this service, regardless of the form of action or claim (whether in contract, tort, strict liability or otherwise), even if Discover has been informed of the possibility thereof.

**11. INDEMNIFICATION.** In addition to the indemnities set forth in the other agreements, you agree to indemnify and hold harmless Discover from all losses incurred by us for claims and damages resulting from breach of the warranties made by you under this OD agreement or breach by you of any of your obligations under this od agreement. If you have questions regarding this Service, you may contact us at 1-800-347-7000.

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