

## **Terms and Conditions**

BalancePlus or Balance+ is our no fee discretionary overdraft feature, that allows you to overdraw your checking account up to a certain limit we specify with debit card transactions. Balance+ is not a line of credit, as we pay the overdrafts at our discretion. The feature is not available for your savings or money market account, nor for any other type of transactions such as checks you write, ATM withdrawals, or Zelle® transactions. You must pay us back immediately for any amount that overdraws your account. There is no charge or interest for utilizing this feature.

### *Enrollment, Usage, and Repayment*

To enroll in Balance+, customers generally must meet the criteria we establish. First, your checking account must have at least one qualifying direct deposit of \$200 or more each month for two consecutive calendar months. A combination of multiple direct deposits equaling \$200, transfers into your checking account from another account with us, or other types of deposits will not qualify you for this feature. Second, your account balance must be positive. Finally, your account must be in good standing, for example it is not subject to collections or suspected of fraud. We may impose other eligibility criteria to enroll in Balance+, but those criteria may be kept confidential to help maintain the security of the feature and to protect against fraud.

If you meet our criteria, you may be permitted to enroll in our Balance+ feature, after you agree to these terms and conditions (Balance+ Agreement) and the Communications Consent.

We will not obtain a consumer report on you to determine if you qualify for this feature. We may report your utilization of this feature to any consumer reporting agency, including if we close your checking account because you utilized this feature and did not pay us back for an extended period of time.

To determine your eligibility and ongoing access to the feature, generally, we use your end of day account information from the previous 1- 2 days, and in rare instances, we may use your end of day account information from the previous 3 days. We do not include Balance+ in your available or current balance. Your Balance+ amount will replenish to the extent you pay back your overdrawn amount up to the limit we provide. If your debit card transaction exceeds the limit for Balance+, that transaction may be declined.

You must pay us back immediately for any amount that overdraws your account. If you do not pay us back immediately, we will use your next deposit (including transfers) to pay back any overdrawn amount. If after 30 days your account remains negative, we may unenroll you from this feature. If your account remains negative after an extended period of time (such as 60-75 days), we may close your deposit account, which may result in us reporting that information to consumer reporting agencies. We also may take any available action permitted by law to collect any overdrawn balance.

For purposes of repayment, as well as eligibility, please remember the cut-off times found within the Funds Availability and other sections of the Deposit Account Agreement.

### Unenrollment

We or you may terminate your use of the Balance+ feature at any time for any reason, for example, if you abuse the feature or violate any agreement with us. If you close your deposit account, the Balance+ feature will no longer be available. Additionally, we could terminate the Balance+ feature if you meet

any of these conditions: 1) your account has not received a qualifying direct deposit of at least \$200 in the last calendar month 2) your account balance has not been positive at least 1 time in the last thirty days, or 3) your account is no longer in good standing, for example it is sent for collections or suspected of fraud. If either you or we terminate your Balance+ feature, any overdrawn amount must be paid to us immediately.

#### Miscellaneous

The availability of Balance+ remains at our discretion, and you have no right to overdraw your account, even if we have previously paid a transaction into overdraft. For example, if we suspect a transaction is fraudulent, we may decline your utilization of Balance+. If your account is overdrawn because of transactions other than Balance+ usage, your Balance+ limit will be reduced accordingly. Balance+ will periodically be subject to maintenance and it will not be available during this time, which is usually overnight the third Saturday of every month. If we reissue your deposit account (that is provide you with a new account number), for example because of fraud or you request it, the Balance + feature may not be available because you must requalify and re-enroll in the feature.

The Balance+ Agreement is incorporated into the Discover Account Center (Banking) Agreement and the Deposit Account Agreement. All of those terms and conditions apply to this Balance+ Agreement, including *Arbitration of Disputes*, *Right of Set-off*, and *Amendments*, *Account Changes*, *Notices*. In the event of a conflict between this Balance+ Agreement and those in the Account Center Agreement or the Deposit Account Agreement, this Balance+ Agreement will control for the BalancePlus feature only.

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