



Engineering the flow of communication

### Postage By Phone® Reserve Account Update - to Pay Mail Houses

Please complete this form in order to allow your organization to pay for postage and related mailing services through your Postage by Phone® Reserve Account. The contacts you list below will be set up with online access to [www.easypostage.com](http://www.easypostage.com) in order to enter transfers to pay your certified mail vendors from your Reserve Account.

Date:						
Organization Name:						
Tax Identification Number:						
Address:						
City / State / Zip:						
Reserve Account Number:						

(Check one)

- ☐ Please use the above Reserve Account to fund payment requests
- ☐ Please provide a **NEW** Reserve Account to fund payment requests

☐ Please set my Reserve Account to use the scheduled deposit option (see attached)

Amount of Deposit:	\$	Start Date:	/	/
Frequency (circle one):	<b>Monthly</b> <b>Weekly</b> <b>Semi-Monthly</b> <b>Low-Balance</b>	Low-Balance Amount:	\$	
Bank Routing Number:		Bank Account Number:		

Estimated Annual Payment Dollars:

Estimated Highest Volume Month Payment Dollars:

☐ Decline overdraft protection

#### Main Contact at Organization:

Name:		
Phone:		
Address:		
User ID*:	Email:	
Authorized Signature:		

#### Secondary Contact at Organization:

Name:		
Phone:		
Address:		
User ID*:	Email:	

\*Choose a user ID for logging into the website and transferring funds. User ID must be 6-12 characters and can include numbers or letters. It cannot be the same as an existing Postage by Phone® User ID.

Please indicate below the information regarding each of the vendors you want linked to the EasyPermitPostage® service:

Mailing Vendor(s) Name	Street Address	City	ST	Zip	Contact	Phone Number

Upon certification by us, you will be able to pay your certified mail vendors from your Reserve Account.

Source code: EZ11MLHS

# **POSTAGE BY PHONE® RESERVE ACCOUNT – AGREEMENT AND DISCLOSURE STATEMENT**

Effective January 2013

**IMPORTANT INFORMATION FOR PARTICIPANTS IN THE POSTAGE BY PHONE RESERVE ACCOUNT PROGRAM.** This Postage By Phone® Reserve Account Agreement and Disclosure Statement (this "Agreement") contains the terms and conditions governing the Postage By Phone Reserve Account Program (the "Program"). As used herein, the terms "Pitney Bowes" means Pitney Bowes Inc. and any affiliate of Pitney Bowes Inc., "Bank" means The Pitney Bowes Bank, Inc., a Utah industrial loan corporation, and "we," "us" and "our" means Pitney Bowes and the Bank. "You" and "your" mean the corporation, partnership, limited liability company, association, sole proprietorship, or other business entity in whose name your Account (as defined below) has been opened.

**1. THIS IS YOUR CONTRACT WITH US.** By participating in the Program in any manner, or by failing to cancel your participation in the Program in writing within 30 days after receiving this Agreement, you are confirming your agreement to be bound by the terms of this Agreement. You further agree to provide to Pitney Bowes an executed W-9 Form of the Internal Revenue Service or an appropriate alternative certification.

**2. BUSINESS CUSTOMERS ONLY.** The Program is available only to corporations, partnerships, limited liability companies, associations, sole proprietorships and other business entities. You acknowledge that your participation in the Program is not for personal, family, or household purposes.

**3. DESCRIPTION OF THE PROGRAM.** a) Reserve Account. As a participant in the Program, a savings account (your "Account") has been established in your name at the Bank. Deposits to your Account may be made at any time by mailing a check or money order or by sending funds electronically to the Bank. When you use the Pitney Bowes Inc. Postage By Phone service, the United States Postal Service® CAPS service or the Pitney Bowes VOLLY™ secure digital delivery system, when you utilize a third party vendor to whom you send funds to pay postage and related fees for presorting your mail, when you utilize a third party vendor to whom you send funds to pay for transportation services or when you obtain products or services from Pitney Bowes or one of its affiliates, you authorize your Account to be debited electronically that day in an amount sufficient to cover the postage meter refill, the permit mail postage purchase, the charges relating to your use of the VOLLY secure digital delivery system ("VOLLY Charges"), the postage and related fees for the presorting of your mail ("Presort Charges"), the charges relating to transportation services provided by a third party vendor ("Transportation Charges") and/or charges relating to products or services furnished by Pitney Bowes or one of its affiliates ("Miscellaneous Charges"), and related fees and charges, if any. You agree that these are the only types of electronic transfers that you can make from your Account. You may withdraw funds from your Account by sending a written request to the Bank requesting a withdrawal. In any event, no transfer or withdrawal may be made from your Account in an amount which is in excess of the balance in your Account less the aggregate amount of any debits to be made under Section 3(c) below. Subject to the terms of this Agreement, funds from your Account to pay for postage will be transferred to the United States Postal Service upon receipt of your instructions. Any funds that you have on deposit with the United States Postal Service will be used in full before any funds are transferred from your Account to pay for meter postage refills. b) Limits on Withdrawals. You may not make more than six transfers or withdrawals from your Account in any statement period. You agree not to authorize any third party to debit or draw on your Account. The Bank has the right to require seven days prior written notice of withdrawal. c) Reserve Account Plus. In the event you exceed six transfers or withdrawals from your Account in each of any two statement periods within 12 months, you agree that in each subsequent statement period, in lieu of immediate debits to your Account for meter refills, permit mail postage purchases, VOLLY Charges, Presort Charges, Transportation Charges and Miscellaneous Charges, your Account may be debited each Friday, and/or on the last business day of the month, for all meter refills, permit mail postage purchases, VOLLY Charges, Presort Charges, Transportation Charges and Miscellaneous Charges made or incurred during that week.

**4. RESERVE ACCOUNT REWARDS.** Unless you are delinquent in the payment of any amounts payable to us, Pitney Bowes will pay you Reserve Account Rewards in an amount equal to 0.20% per annum (0.01667% per month) of your average daily Account balance ("Reserve Account Rewards"), provided, however, that you shall not receive such payment for any month as to which the amount calculated as aforesaid for such month shall be less than \$7. Your Account balance is the net amount in your Account each day after accounting for all transactions in your Account that day and less any debits to be made under Section 3(c) above. The average daily Account balance is calculated by adding your Account balance for each day of the period and dividing that figure by the number of days in the period. Reserve Account Rewards are credited monthly. You are responsible for any federal, state and/or local tax liability that arises as a result of your receipt of Reserve Account Rewards. If you close your Account before any Reserve Account Reward is credited, you will not receive the amount of any accrued Reserve Account Reward which has not been credited.

**5. AUTHORIZATION.** You authorize Pitney Bowes to debit your Account electronically for the purposes specified in Section 3(a) above.

**6. TERMINATION OF AUTHORIZATION.** Your authorization contained in Section 5 above is required for your participation in the Program, and shall remain in full force and effect until written notice of modification or termination of authorization from you has been received by us at Postage By Phone Reserve Account, 27 Waterview Drive, Shelton, CT 06484-7135, and we have had a reasonable period of time to act thereon.

**7. PURCHASE POWER® ACCOUNT; EASYPERMITPOSTAGE® ACCOUNT.** Subject to Section 3(c) above, if you are a Purchase Power customer and/or an EasyPermitPostage® customer, postage meter refills, permit mail postage transactions, VOLLY Charges, Presort Charges, Transportation Charges, Miscellaneous Charges and other related fees and charges which exceed your Account balance will be paid for by debiting the full amount in your Account, and the remaining balance of such refills and related fees and charges will be charged to your Purchase Power line of credit or EasyPermitPostage® line of credit, as the case may be, to the extent such credit is available and may be utilized in connection with such charges. Purchase Power transactions are subject to the provisions of the terms and conditions governing your Purchase Power account and EasyPermitPostage® transactions are subject to the provisions of the terms and conditions governing your EasyPermitPostage® account.

**8. STATEMENTS.** We will mail or make available to you a Postage By Phone statement showing your transactions under the Program, including deposits, debits for postage meter refills, permit mail postage purchases, VOLLY Charges, Presort Charges, Transportation Charges, Miscellaneous Charges and any related fees and charges, and credits for Reserve Account Awards. Your Postage By Phone statement will be sent to you by mail at the current address shown in our files or

electronically to your current email address shown in our files, unless you request in writing that we send statements to a different mailing or email address.

**9. ADDRESS AND TELEPHONE NUMBER.** If you have any questions regarding the Program or your Account, call 1-800-243-7800 during regular business hours, or write to us at Postage By Phone Reserve Account, 27 Waterview Drive, Shelton, CT 06484-7135.

**10. BUSINESS DAYS.** Our business days are Monday through Friday. Saturdays, Sundays, and national holidays are not business days.

**11. ACCOUNT CHARGES.** If a check that you deposited with the Bank is returned unpaid by the financial institution on which it is drawn, the amount of the returned check will be charged against your Account. The Bank will charge a fee for all deposited items returned unpaid, which fee currently is \$50. If your Account has had no transaction activity for a year or longer, you agree to pay an annual account maintenance fee of up to \$180.

**12. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES.** Neither Pitney Bowes nor the Bank will disclose information to third parties about your Account or the transactions you make except: a) Where necessary for completing transactions; b) To comply with applicable laws, governmental regulations, or legal process (such as a court order or subpoena); c) To our affiliates (persons that control, or are controlled by, or under common control with, the Bank or Pitney Bowes); or d) If you give us your written permission.

**13. INCOMPLETE PAYMENTS OR TRANSFERS.** We reserve the right to cancel and not make certain transfers for various reasons, including but not limited to: a) The payment or transfer would exceed the amount of money you have in your Account; b) The funds in your Account are subject to legal process or other encumbrances restricting payments and transfers, or your Account has been re-titled, closed or blocked for security purposes; or c) Circumstances beyond our control (such as, but not limited to, fire, flood or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

**14. IN CASE OF ERROR OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.** Telephone or write us using the address and telephone number provided in Section 9 above as soon as you can, if you think your Reserve Account Statement is wrong or if you need more information about a transfer or item listed on the statement. We must hear from you no later than 30 days after we sent you the FIRST statement in which the problem or error appeared. a) Tell us your name and Account number. b) 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. c) 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 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or questions. If we decide to do this, we will recredit your Account within 10 business days for the amount you think is in error. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not recredit your Account.

**15. OTHER TERMS AND CONDITIONS.** a) Assignment/setoff. We may assign this Agreement, and the Bank may assign your Account, without obtaining your consent. You may not assign or transfer your Account or this Agreement without our prior written consent. You also agree that, subject to applicable law, we have a lien and security interest and right of setoff in your Account. This means that if you owe us money for any reason, we may take the funds owed to us from your Account and apply them to the amounts owed by you to the extent allowed by law, even without giving you prior notice. b) What law applies. This agreement is governed by the laws of the state of Utah and applicable Federal laws. c) Provisions severability. If any provision of this Agreement is held to be invalid or unenforceable, the rest of this Agreement will not be affected. d) Legal action. If we initiate any legal action to collect money owed to us under this Agreement, you agree to pay all our costs for such action, including any reasonable attorneys' fees. e) Federal deposit insurance. Funds deposited in your Account are insured by the Federal Deposit Insurance Corporation (FDIC), up to a maximum of \$250,000. f) USA PATRIOT Act. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Accordingly, in order to activate your Account, the Bank asks that you provide identifying information, including your address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening your Account to provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her. In order to participate in the Program, you must provide the information described in this paragraph. You agree to provide all such requested identifying information.

**16. AMENDMENT.** We reserve the right to change the charges, fees, or other terms described in this Agreement. The Bank will notify you of any change in the terms of this Agreement by written notice at the address for the Account which is shown on the Bank's records or by electronic notice via your email address that is then on file with the Bank. You are consenting to electronic delivery of any amendments to the Program terms.

**17. CANCELLATION.** We may cancel this Agreement and your privilege to participate in the Program upon written notice mailed to you at the current address shown in our files. If we elect to cancel this Agreement, your participation in the Program will terminate, your Account will be closed, and we will refund the money in your Account (if any) by check mailed to you within 30 days after the date we cancel this Agreement. You may cancel this Agreement at any time by notifying us in writing. If you do this, your participation in the Program will terminate, your Account will be closed, and we will refund the money in your Account (if any) by check mailed to you within 30 days after we receive notice of your decision to cancel this Agreement. Ending this Agreement will not affect your obligations under this Agreement.

**FUNDS AVAILABILITY SCHEDULE FOR YOUR ACCOUNT.** Subject to the transaction limitations and the Bank's right to require notice as discussed in Section 3 above, the Bank's policy is to make funds from your deposits available to you on the first day after the day we receive your deposit. Once they are available, you may use the funds to pay for postage meter refills through the Pitney Bowes Inc. Postage By Phone service, to pay for permit mail postage through the United States Postal Service CAPS Service and to pay for VOLLY Charges, Presort Charges, Transportation Charges and Miscellaneous Charges.

## PITNEY BOWES EASYPERMITPOSTAGE® SERVICE AGREEMENT

Effective March 1, 2013

*This Agreement contains the terms and conditions governing the Pitney Bowes EasyPermitPostage® Account (the "Account") between you and The Pitney Bowes Bank, Inc. (the "Bank"). Please read this Agreement and save a copy for your records.*

**DEFINITIONS.** "You" or "your" means the corporation, partnership, sole proprietorship or other business entity in whose name the Account is opened. The program is not available to individuals for personal, family, or household purposes. "Account Contact" refers to the person who signed the EasyPermitPostage® Enrollment Form on your behalf. "Additional User" refers to an employee or employees designated by the Account Contact (in his or her discretion) to have access to the Account. "Business Day" means a day other than a Saturday, Sunday or other day on which banks are authorized or required to close in the State of Utah. "Transfer Date" means 1) the day on which the Bank, at your request, transfers funds to your designated mailing house, or 2) the day on which the United States Postal Service (the "USPS") debits the Bank's account to pay for the cost of permit or bulk postage in connection with a mailing conducted by you, as the case may be.

**HOW THE PROGRAM WORKS.** Under the EasyPermitPostage® Program (the "Program"), the Bank is granting you a line of credit that may be used for the purpose of paying for (i) permit or bulk postage and associated USPS permit fees (referred to herein as "postage costs") and (ii) for the Mailhouse Program described below, amounts payable to any mailing house included in the Program. Payment for postage will be made only to 1) a company which you designate as one of your mailing houses, provided that such mailing house is certified by the Bank to participate in the Program, or 2) the USPS through the USPS effecting a debit of the Bank's account for mailings through your permits that are linked to the Program.

**USPS Program (Direct)** - The Bank is linking certain of your USPS permits for payment of postage costs through the Bank under the Program.

**Mailhouse Program** - The Bank will provide the Account Contact and Additional User with the ability to authorize or advise the Bank of postage and other payments via a web interface. In the event that the web interface is unavailable, a customer service representative (a "CSR") also will be available for this purpose. In order to enter a transaction into the EasyPermitPostage® system, the Account Contact or Additional User must indicate the name of the mailing house, the amount of the payment, the designated Transfer Date and a description of the transaction for which payment is being made. A transaction entered on a day which is not a Business Day, or on or after 4:00 P.M. Eastern Time on a Business Day, will be processed by the EasyPermitPostage® system on the next succeeding Business Day. The Transfer Date may be no sooner than the first Business Day after the EasyPermitPostage® system processes the transaction and no later than 30 days after such date. The Account Contact or Additional User may cancel any scheduled payment before 4:00 PM Eastern time on the Business Day prior to the Transfer Date. The Bank will place a "hold" on your credit line in the amount of the transaction from the date you enter the transaction into the EasyPermitPostage® system until the Transfer Date. A loan will be deemed to be made to you by the Bank on the Transfer Date. On the Transfer Date, the Bank will notify the mailing house via email of the funds transfer. The Bank is providing an on-line tool for the Account Contact and Additional User to add or delete an additional mailing house to receive funds under the Program. The Account Contact and Additional User may also contact a CSR for that purpose. The Account Contact may also add or delete an Additional User via web interface or by contacting a CSR. The Bank is also providing an on-line reporting tool for you to view completed or pending transactions. The Bank is not responsible for any use of this information by you.

**ACCEPTANCE AND AUTHORIZATION TO ENTER THIS AGREEMENT.** By using the Account, you agree to be bound by and to comply with the terms and conditions of this Agreement. You understand that you are liable for all amounts due and owing under this Agreement.

**CREDIT LIMIT.** The credit limit for the Account is disclosed on the billing statement for the Account. From time to time, the Bank may adjust the credit limit on the Account in its discretion.

**BILLING STATEMENTS AND PAYMENTS.** You will receive a billing statement for each billing cycle in which there are amounts due in respect of the Account. The Bank reserves the right to deliver any statement by mail at the address which you provided to the Bank or electronically to the e-mail address that is then on file for you with the Bank. The billing statement will state the payment due date and the minimum payment due for that billing period. You must pay at least the minimum payment by the payment due date each month. You may, at any time, pay more than the minimum payment, or the entire balance on the Account. The Bank may apply payments to the Account balance in any order it deems appropriate. You agree to pay the Bank in U.S. dollars from an account in a financial institution located in the United States. Payments must be sent to the Bank at the address shown on the billing statement or must be remitted electronically to the account specified by the Bank. The Bank may accept late payments, partial payments or payments marked as being "payment in full" or as a settlement of a dispute without losing any of its rights under this Agreement or under law. Accepting such payments does not change the obligations under this Agreement in any way.

**TRANSACTION FEES.** In addition to any other fees and charges provided for in this Agreement, you agree to pay a transaction fee in respect of loans made hereunder during any billing cycle in an amount equal to 1% of the aggregate amount of such loans made during such billing cycle. The Bank may change the transaction fees under this Agreement from time to time as provided below.

**OTHER FEES AND CHARGES.** Unless prohibited by applicable law, if you do not pay at least the minimum amount payable under this Agreement by the due date shown on your billing statement, you agree to pay a late charge of \$9.99 if your outstanding balance is less than \$30, \$29.99 if your outstanding balance is greater than or equal to \$30 but is less than \$400, \$39.99 if your outstanding balance is greater than or equal to \$400 but is less than \$2,500 and 1.99% of such outstanding balance, if such outstanding balance is greater than or equal to \$2,500. If you exceed your credit limit, you agree to pay an over limit charge of \$79. If any check you give in payment of the Account is returned unpaid, for any reason, you agree to pay a fee of \$39. If the Account has no transaction activity for a year or longer, you agree to pay an annual account maintenance fee of \$180. Unless prohibited by applicable law, the Bank may charge you and you agree to pay the Bank's fees then in effect for copies of statements and other fee-based services provided by the Bank. The Bank may change the fees under the Agreement from time to time, as provided below.

**UNAUTHORIZED USE OF ACCOUNT.** You agree to notify the Bank immediately of any unauthorized use of the Account by calling Pitney Bowes at 1-888-737-6486. You understand the Bank may hold you liable even if the Account is used for an unauthorized purpose.

**FINANCE CHARGES.** Whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you

agree to pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. The Annual Percentage Rate applicable to the Account will be calculated as follows: the Bank will take the greater of (i) 22% and (ii) the sum of (a) the highest "Prime Rate" published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the month and (b) the margin set forth below (the sum of the margin and the Prime Rate is herein called the "Floating Rate"). The Annual Percentage Rate will be adjusted on a monthly basis if applicable based on any fluctuation in the Floating Rate. Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of November 30, 2012, the Floating Rate would be 18% and the corresponding daily periodic rate would be .049315%). The Account balance that is subject to a finance charge each day will include (i) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (ii) unpaid interest, fees, and other charges on the Account. The Bank will charge a minimum finance charge of one dollar in any billing cycle if the finance charge calculated above is less than one dollar. Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. The Bank will apply payments first to the portion of the balance subject to the lowest finance charge and thereafter to the portion of the balance subject to the next highest finance charge until the payments have been applied in full. The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit line.

**RESPONSIBILITY TO MAKE PAYMENT.** You understand and agree that, once the USPS debits the Bank's account or the Bank transfers funds to a designated mailing house, as the case may be, on the Transfer Date, the Bank cannot reverse the payment. Upon any such debit or transfer, a loan will be deemed made by the Bank to you, and you are obligated to repay the loan in accordance with the terms of this Agreement. The Bank is not liable for any disputes you may have with the USPS or a mailing house concerning the mailing, the transaction or the postage amount.

**DEFAULT.** You will be in default of this Agreement if (a) you fail to comply with any of the terms or conditions of this Agreement, (b) you have made any false, inaccurate or misleading statement to the Bank or in the application for the Account, (c) you have at any time done or allowed anything that indicates to the Bank that you may be unable or unwilling to repay amounts you owe under this Agreement, or (d) you are in default of any other agreement with the Bank or with any affiliate of the Bank. If you are in default of this Agreement, the Bank may declare all amounts due on the Account to be due and payable, without notice. Upon your default, the Bank reserves the right to set-off any amount you owe under this Agreement against any amount you have on deposit with the Bank. You shall be liable for any costs and expenses, including but not limited to collection costs, attorney's fees, disbursements and costs of appeal, which the Bank may incur in enforcing its rights under this Agreement.

**CANCELLATION AND RENEWAL.** You may cancel the Account at any time by notifying the Bank in writing at the address on the billing statement. The Bank may suspend or cancel the Account at any time and for any reason without giving you notice, in which event the Bank shall not be obligated to continue to extend any loans to you. Even after the Account is closed, you remain liable for payment of any amounts owed on the Account according to the terms of this Agreement.

**CREDIT INFORMATION.** You authorize the Bank to obtain, from time to time, credit reports on you in connection with the establishment and maintenance of the Account. The Bank may share Account and other information as well as information contained in your Enrollment Form and in any credit report on you with any Bank affiliate for offers of other products or services and with third parties who may provide services in connection with the Account. As required by federal law, the Bank may request information to verify your identity.

**USA PATRIOT ACT:** 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 person who opens an account. Accordingly, the Bank asks that you provide identifying information, including your address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or such other documents and information that will allow the Bank to identify him/her. In order to participate in the Program, you must provide the information described in the paragraph.

**BILLING INQUIRIES.** If you think a billing statement is wrong, or if you need more information about a transaction on a billing statement, notify the Bank in writing at the address that appears on the statement as soon as possible, but no later than 30 days after you received the billing statement on which the error or problem first appears. You can also call Pitney Bowes at 1-888-737-6486. Please provide to the Bank your name and Account number, the dollar amount of the suspected error, and describe the error and explain why you believe there is an error.

**AMENDMENTS.** The Bank may change the terms of this Agreement, including but not limited to the Annual Percentage Rate, at any time. Any change will apply to the balance on the Account at the time the change becomes effective as well as to any future loans. The Bank will notify you of any change in the terms of this Agreement, by written notice at the address for the Account which is shown on the Bank's records or by electronic notice via the e-mail address that is then on file for you with the Bank. You are consenting to electronic delivery of any amendments to the Program terms. If you do not consent to any change, you must cease using the Account and notify the Bank of the cancellation by the date the Bank specifies. If you use the Account on or after the date specified in the notice, you will be deemed to have consented to the change in terms. If you change your address or e-mail address, you must provide the Bank with the new address promptly so that it may update its records.

**GENERAL TERMS.** You may not transfer the Account or assign this Agreement to any third party. The Bank may assign this Agreement or transfer the Account at any time to any other person or entity without notice to you. The Bank may delay enforcing this Agreement or fail to enforce any of its rights under this Agreement without losing them. This Agreement is governed by the laws of the State of Utah and applicable federal law.

