

# Personal Schedule of Fees for SafeBalance Banking®

*Effective February 6, 2015*

The SafeBalance Banking account is a personal deposit account.



[bankofamerica.com](http://bankofamerica.com)

Applies in all states.



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The SafeBalance Banking account is an account you can use to make transactions and pay bills. Since it is not a traditional checking account you cannot write checks with this account.

## Overview

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The SafeBalance Banking® account is an account you can use to make deposits, withdrawals and pay bills. It is a checkless checking account, since you cannot write paper checks with this account. It is not a traditional checking account. You can make payments with your debit card, through our Online and Mobile Banking Bill Pay service, a wire transfer, or an Automated Clearing House transaction (ACH), and you can make withdrawals through an ATM or banking center.

Do not order checks from third parties. If a check is presented for payment, it will not be paid even if you have enough money in your account to cover it. You may incur fees from the merchant or other party you were trying to pay when the check is returned.

Your SafeBalance Banking account does not come with overdraft services, which means we do not authorize or pay a transaction unless we believe that you have enough available funds at the time of the transaction. Please see the “Other Important Account Information” section for more details about overdrafts.

Additional terms and limitations of the SafeBalance Banking account are described in this schedule of fees. Please review the account description for details about your account and account fees. Other account fees that can apply to your account are listed in the “Other Account Fees” section.

When you open a deposit account, it is located at a banking center and generally remains at that location until it is closed. If your address is in a state where we do not have a banking center at the time, we may open the account at a banking center in Virginia. If state taxes apply to an account or service, taxes are in addition to the fee amount listed.

We may change the account and services described in this schedule of fees at any time. We may add new terms and conditions. We may delete or amend existing terms and conditions. We may also add new services and convert or discontinue this account or any services at any time.

You can get information about accounts, services and fees not covered in this schedule of fees by visiting a banking center or calling us at the number on your statement.

### **Deposit Agreement and Disclosures Amended**

Your account and deposit relationship with us are governed by this schedule of fees and the *Deposit Agreement and Disclosures*. Note that since there are no check-writing privileges, references in the *Deposit Agreement and Disclosures* to the ability to write checks and associated rights and obligations do not apply to the SafeBalance Banking account. All other terms and conditions in the *Deposit Agreement and Disclosures* that apply to checking accounts apply to the SafeBalance Banking account except as otherwise amended in this schedule of fees. Please read both agreements carefully. These agreements are part of the binding contract between you and us for your account and deposit relationship. You can also find these agreements at [bankofamerica.com](http://bankofamerica.com). References to the *Personal Schedule of Fees* in the *Deposit Agreement and Disclosures* and in other documents include this schedule of fees.

Other terms and conditions in this schedule of fees amend the *Deposit Agreement and Disclosures*, including information in the “Other Important Account Information” section.

## Information About SafeBalance Banking

Account	Monthly Maintenance Fee	Features Available with Your SafeBalance Banking Account	Features Not Available with Your SafeBalance Banking Account
<p><b>SafeBalance Banking®</b></p> <ul style="list-style-type: none"> <li>• Non-interest bearing account</li> <li>• Minimum to open - \$25.00</li> </ul>	<p>\$4.95</p> <p>We do not waive the monthly fee.</p>	<ul style="list-style-type: none"> <li>• No Overdraft Item Fees, NSF: Returned Item Fees or Extended Overdrawn Balance Charge</li> <li>• Debit card (Photo Security® feature available) or ATM card</li> <li>• Online and Mobile Banking Service</li> <li>• Online and Mobile Bill Pay Service</li> <li>• Email and Text Alerts</li> <li>• Keep the Change® Savings Service</li> </ul>	<p>The SafeBalance Banking account is different from a traditional checking account. It has important limitations that you should review. If you want any of the functions or services listed below, it might not be the right account for you.</p> <p>The following features are <b>not</b> available with your SafeBalance Banking account:</p> <ul style="list-style-type: none"> <li>• Checks. Paper checks written by you or others on the account will not be paid. <ul style="list-style-type: none"> <li>- Do not buy checks from any source, such as checks you see advertised on the internet or in the newspaper or any other third parties.</li> <li>- Be careful when providing your account and routing numbers to merchants for a payment since they may process the payment as a check which will be rejected.</li> </ul> </li> <li>• Overdraft Protection Service to or from a linked account.</li> <li>• Overdraft services. Your account is set to a “Decline All” transactions overdraft setting. This means that if you do not have sufficient available funds in your account to cover an item, the item will be returned unpaid. You may be assessed a fee by a merchant if this happens. Please see the “Other Important Account Information” section for more details.</li> </ul> <p>Balances do not count towards Platinum Privileges®, Preferred Rewards, Banking Privileges for Wealth Management, Banking Rewards for Wealth Management or other relationship pricing programs, and the SafeBalance Banking account does not receive the fee waivers and other benefits of the Platinum Privileges and Preferred Rewards programs.</p> <p>Affinity Banking is not available to be added to your SafeBalance Banking account or debit card.</p>

## Other Account Fees

Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee
<b>ATM Card and Debit Card Fees</b>	Replacement ATM or Debit Card Fee	\$5.00 per card	<ul style="list-style-type: none"> <li>• Fee for each requested replacement of a card, including the replacement of debit sticker (tag) or other debit access device.</li> <li>• The replacement fee does not apply when we replace a card upon its expiration.</li> </ul>
	Rush Replacement ATM or Debit Card Fee	\$15.00 per card	<ul style="list-style-type: none"> <li>• Fee for each requested rush delivery of a card, including the requested rush delivery of debit sticker (tag) or other debit access device.</li> <li>• The Replacement ATM or Debit Card Fee may also apply and would be in addition to the rush delivery fee.</li> </ul>
	Non-Bank of America Teller Withdrawal Fee	For each transaction, the greater of \$5.00 <b>OR</b> 3% of the dollar amount of the transaction, up to a maximum of \$10.00	<ul style="list-style-type: none"> <li>• Fee applies when you authorize another financial institution to use your card or card number to conduct a transaction (such as a withdrawal, transfer, or payment) and the other financial institution processes the transaction as a cash disbursement.</li> </ul>
<b>ATM Fees</b> <b>Bank of America ATM</b> – an ATM that prominently displays the Bank of America name and logo on the ATM	Withdrawals, deposits, transfers, payments and balance inquiries from a Bank of America ATM	No ATM fee	<ul style="list-style-type: none"> <li>• Deposits and payments may not be available at some ATMs. Transaction fees may apply to some accounts. See account descriptions in this schedule.</li> </ul>
	Non-Bank of America ATM Fee for: Withdrawals, transfers and balance inquiries at a non-Bank of America ATM in the U.S.	\$2.50 each	<ul style="list-style-type: none"> <li>• When you use a non-Bank of America ATM, you may also be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.</li> <li>• The non-Bank of America ATM fees do not apply at some ATMs located outside the United States. Call us before you travel internationally for current information about banks participating in the program.</li> <li>• See the disclosure information that accompanied your card for other fees that may apply.</li> </ul>
	Non-Bank of America ATM Fee for: Withdrawals, transfers and balance inquiries at a non-Bank of America ATM in a foreign country	\$5.00 each	<ul style="list-style-type: none"> <li>• Non-Bank of America ATM fees are in addition to other account fees that may apply to the transaction, such as an Excess Withdrawal fee for savings.</li> </ul>

Please also review the *Deposit Agreement and Disclosures*.

## Other Account Fees (cont.)

Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee
<i>Copies</i>	Deposit Slips and other Credit Items	\$3.00 per copy	
<i>Miscellaneous</i>	Deposit Ticket Orders	Fee varies	<ul style="list-style-type: none"> <li>We may change the fees for deposit ticket orders at any time. Visit a banking center or call us at the number on your statement for current fees.</li> </ul>
	Consulate Letter Fee	\$20.00 each letter	<ul style="list-style-type: none"> <li>Fee applies at banking centers in Metro New York area.</li> </ul>
	Deposited Item Returned or Cashed Item Returned Fee (Returned Item Chargeback Fee)	\$12.00 each domestic item \$15.00 each foreign item	<ul style="list-style-type: none"> <li>We charge this fee each time an item that we either cashed for you or accepted for deposit to your account is returned to us unpaid.</li> </ul>
	Legal Process Fee	\$100.00 each occurrence (Or such other rate as may be set by law)	<ul style="list-style-type: none"> <li>Fee applies to each legal order or process that directs us to freeze, attach or withhold funds or other property.</li> </ul>
	Stop Payment Fee	\$30.00 each request	
	Wire Transfers and Drafts, Incoming or Outgoing (U.S. or International)	Fee varies	<ul style="list-style-type: none"> <li>We may change the fees for wire transfers and drafts at any time. Visit a banking center or call us at the number on your statement for current fees.</li> <li>For an international wire transfer, other financial institutions involved in the wire transfer may also charge fees and deduct their fees from the amount of the wire transfer.</li> </ul>

Please also review the *Deposit Agreement and Disclosures*.

## Other Important Account Information for SafeBalance Banking

This section covers some of the features and services that may apply to your account and amends certain sections of the *Deposit Agreement and Disclosures*.

### How does the Deposit Agreement and Disclosures apply to my SafeBalance Banking account?

In addition to the terms in this schedule of fees, the terms in the *Deposit Agreement and Disclosures*, the signature card for your account and the other account opening documents govern your account and are part of the binding contract between you and us for your account. Please read these documents carefully. Certain sections of the *Deposit Agreement and Disclosures* that are changed are noted in this section and in the Overview.

**NOTE:** The following two questions amend the “Insufficient Funds – Overdrafts and Returned Items” section of the *Deposit Agreement and Disclosures*. That section is deleted and replaced with the information in these two questions.

### My account is overdrawn. I thought I could not overdraft my SafeBalance Banking account?

While we attempt to limit overdrafts on your SafeBalance Banking account, at times overdrafts still occur. When we determine that you do not have enough available funds in your account to cover an item, then we consider the item to be an insufficient funds item. Without notice to you, we may overdraw your account (an overdraft item) or we decline or return the insufficient funds item without payment (a returned item). We will not charge you an Overdraft or NSF: Returned Item Fee or an Extended Overdrawn Balance Charge if this happens. However, you may be assessed a fee by the merchant. If we overdraw your account, you agree to repay us immediately, without notice or demand from us. We ordinarily use deposits you or others make to your account to pay overdrafts, fees and other amounts you owe us.

Sometimes funds in your account are not available to cover your items. When we determine that funds in your account are subject to a hold, dispute, or legal process, then these funds are not available to cover your items. We usually make this determination once at the end of the day when we process items. Examples of holds include deposit holds, holds related to cash

withdrawals, and authorization holds we place on the account for debit card transactions. We may also treat as an insufficient funds item each fee that creates an overdraft and each deposited item returned to us unpaid that creates an overdraft.

Here is an example of how your account might still become overdrawn. You use your debit card to pay for your meal at a restaurant. The restaurant asks us to authorize the transaction for the amount of the meal. We authorize the transaction because we determine you have enough available funds in your account at this time. However, if you decide to use your debit card to leave a tip and add the amount of the tip to the cost of the meal, that will increase the total amount of the transaction. When the transaction is processed that night, you may not have enough funds in your account to cover the increased amount of the transaction and it will overdraw your account. This means, unless you promptly transfer or deposit enough available funds, when we receive the debit card transaction, it will overdraw your account. However, you will not be charged an overdraft fee by the Bank.

### What overdraft setting is applied to the SafeBalance Banking account?

We automatically apply our Decline All transactions overdraft setting to your SafeBalance Banking account. With the Decline All transactions overdraft setting, we do not authorize or pay any transaction unless we determine that at the time of the transaction you appear to have enough available funds in your account to cover the transaction. This means that we will decline or return these transactions unpaid. You may be assessed a fee by the merchant if this happens.

### What happens if a merchant wants to use my account number and routing number for a payment?

Be careful when you give out your account number and routing number to an originator that you authorize to process debits from your account. At times, an originator may process such a payment as a check and submit it to us instead of an ACH (Automated Clearing House) transaction. Those checks will be rejected and not paid. You may be charged a fee by the originator if this happens. If you give anyone your account number and routing number, make sure it is for an ACH

transaction only. You may want to ask if the merchant can use your debit card number instead. Please see the *Deposit Agreement and Disclosures* for more details about ACH transactions.

### How do I pay my bills if I don’t have checks? What if I need to write a check?

You can pay bills using our Online and Mobile Bill Pay service or transfers, your debit card, cash, or by making electronic payments. If you find that you need to write checks on a regular basis and these alternatives do not work for you, you may need a traditional checking account that offers check-writing capability. Cashier’s checks and money orders are also available for a fee in our banking centers.

### What happens if my employer asks for a voided check for direct deposit?

Since the SafeBalance Banking account does not include checks, you cannot provide a voided check. You can provide the account number and routing number and indicate that it is a checking account so that your employer can set up a direct deposit to your account. Or, you can complete the printable enrollment form in Online Banking. You can also ask us for a direct deposit enrollment form that you can provide to your employer.

### How does Online and Mobile Bill Pay work with the SafeBalance Banking account?

SafeBalance Banking accounts have different Bill Pay features than traditional checking accounts. When you use Online and Mobile Bill Pay with your SafeBalance Banking account, payments will be withdrawn from your account before delivery to the payee. The date that payments will be withdrawn from your account and the delivery date of the payments will be shown in Online Bill Pay. If there are not enough funds in your account when we attempt to withdraw the payment amount, the payment will not be sent. Please refer to the *Online Banking Service Agreement* for more details on how Bill Pay works for SafeBalance Banking accounts.

### What happens if I want a different account instead of my SafeBalance Banking account?

To change to a different account type, you must open a new checking account. If you choose to open a new checking account, you will be assigned a new account

number. This will impact any situation where you use your account number, such as any direct deposits to or automatic withdrawals from your account. You will need to provide the updated account number to any third parties that you gave the original account number to for payments or direct deposits. You can close your SafeBalance Banking account but keep in mind any payments that may be outstanding; these payments may be rejected. Please look closely at the terms and conditions of your new account since important features such as fees and overdrafts will change.

If you use our Online and Mobile Bill Pay service, payments will be made differently. Please see the *Online Banking Service Agreement* for more details.

### What happens if I want a SafeBalance Banking account instead of my current account?

You must open a new SafeBalance Banking account. If you choose to do this you will be assigned a new account number for your new SafeBalance Banking account. This will impact any situation where you use your account number, such as any direct deposits to or automatic withdrawals from your account. You will need to provide the updated account number to any third parties you gave the original account number to for payments or direct deposits. You can close your existing account but keep in mind any checks or other payments that may be outstanding.

Some other important things to know about SafeBalance Banking include:

- You cannot write paper checks with the SafeBalance Banking account. Please see the account description on page 2 for more details and restrictions.
- You cannot use checks from your existing account with your SafeBalance Baking account and any outstanding checks will not be paid once the existing account is closed. This may result in fees assessed by merchants for returned items (“bounced check” fees).
- Overdrafts will typically not be paid on your new SafeBalance Banking account. If you do not have sufficient funds in your account to cover an item, the item will usually be returned unpaid. You may be assessed a fee by a merchant if this happens. There are circumstances when an overdraft will occur.

(continued)

Please see the other questions in this section for more details on how that can happen.

- You will have a separate statement for your SafeBalance Banking account.
- If you use our Online and Mobile Bill Pay service with your new SafeBalance Banking account, payments will be made differently. Please see “How does Online and Mobile Bill Pay work with the SafeBalance Banking account” on page 5.

Please review the product description on page 2 and this schedule of fees for more information about the SafeBalance Banking account.

### **What happens if I have to choose between “Checking” and “Savings” to start a transaction?**

Please choose “Checking” if you are trying to access your SafeBalance Banking account. While the SafeBalance Banking account does not have paper checks, choosing this option will allow you to access the funds in your SafeBalance Banking account if you are at an ATM or need to complete a deposit slip.

### **Can I combine my SafeBalance Banking account statement with my other deposit account statements?**

No, combined statements are not available with the SafeBalance Banking account. The “Combined Statements” section of the *Deposit Agreement and Disclosures* is amended accordingly.

### **What does it mean to link accounts for pricing?**

Some of Bank of America’s accounts can be linked for pricing. However, the SafeBalance Banking account cannot be linked to any other account for pricing purposes. If you have another account with Bank of America, like a CD or savings account, you won’t be able to link it to the SafeBalance Banking account for pricing purposes. The “Combined Balance Service” and “Limits on Linking Accounts” sections of the *Deposit Agreement and Disclosures* do not apply to the SafeBalance Banking account.

### **What are paperless statements?**

With the paperless statement option, you get your account statement electronically through Online Banking and you do not get a paper statement. You can enroll in paperless statements at a banking center or through Online Banking. When you enroll at a banking center, you’ll need to log into Online Banking from your computer to confirm your choice.

## **Keep the Change<sup>®</sup> Savings Service**

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When you enroll in our Keep the Change savings service, we round up the amount of any Bank of America debit card purchase made by you or a joint owner of your SafeBalance Banking account to the next whole dollar amount, and transfer the amount in excess of the purchase price to your savings account.

We aggregate the round-up from purchases that post to your SafeBalance Banking account each business day and make a single transfer (the “Keep the Change” transfer) at the end of the business day. If on a business day you do not have sufficient available funds in your SafeBalance Banking account, or if any transaction has overdrawn your checking account, we do not round-up purchases posted on that business day and we cancel the Keep the Change transfer for that day.

If your debit card purchase is subsequently cancelled or reversed, the corresponding Keep the Change transfer will remain in the savings account. We may cancel or modify the Keep the Change service at any time.

*Keep the Change<sup>®</sup> Patent No. US 8,301,530B2.*