



**ADDENDUM TO THE DEPOSIT ACCOUNT DISCLOSURE AND SCHEDULE OF FEES AND CHARGES
FOR PERSONAL DEPOSIT ACCOUNTS**

(California Branches)

Effective June 5, 2017

This Addendum, together with the applicable Schedule of Fees and Charges for Personal Deposit Accounts, the Deposit Account Disclosure for Personal Accounts, current Rate Sheet, your signature card and any other addenda that may be provided to you at Account opening or from time to time thereafter, form the Agreement between you and Bank of the West ("Bank") for the UC Berkeley Student Checking Account. Except as expressly stated below, all other terms and conditions in the Bank's Agreement with you continue in full force and effect. The Bank reserves the right to add to, delete from, discontinue, or otherwise amend any product, service, fee or charge, package or program offering at any time with such notice as is required by law. Capitalized terms shall have the same meaning as in the Agreement, unless otherwise defined herein.

UC Berkeley Student Checking	
Minimum Amount to Open	\$20
Pays Interest	No
Monthly Service Charge	None
Ways to Waive Monthly Service Charge	Valid UC Berkeley student ID presented at Account opening and re-presented at least every 6 years. If not presented by the 6 th anniversary of the date you last presented your UC Berkeley student ID, the Account will automatically be converted to Any Deposit Checking at that time. ¹
Paper Statement Fee	\$3/month per Account, charged each monthly statement cycle you receive a paper statement (fee also applies to each Account subject to the fee in a combined statement). Effective April 6, 2018: Fee waived – if any account owner is age 65 years or older (new criteria) OR account ownership ineligible for Online Banking access OR account has Alternative Statement Option of Audio, Braille or Large Font
Online Statement Fee	No Charge , requires enrollment in Online Banking & Online Statements
IMPORTANT NOTE:	
Although it is important that you review the <i>Schedule of Fees and Charges for Personal Deposit Accounts</i> carefully to be aware of all fees that may impact your Account, we would like to draw your attention to the following:	
Overdrafts and Returned Items	Overdraft Fee or Returned Item Fee: \$35 each Item
	\$5 Overdraft Buffer: No Overdraft Fees will be assessed on your Account if at the end of the Business Day your Account's Available Balance is overdrawn by \$5 or less after all transactions have posted.
	Daily Maximum: No more than four (4) Overdraft and/or Returned Item Fees will be applied on any one (1) Business Day per Account.
	Effective April 6, 2018: Daily Maximum: No more than five (5) Overdraft and/or Returned Item Fees will be applied on any one (1) Business Day per Account.
Extended Overdraft Fee	If your Account remains overdrawn \$15 or more for five (5) consecutive Business Days you will be charged \$30 on the sixth Business Day.
Non-Bank of the West ATM Transactions (Balance Inquiry, Transfer, Withdrawal)	\$2.50 per transaction See Student Perks Bundle section on next page for information on how this fee may be waived.

¹ Valid UC Berkeley student ID must be presented to a Bank of the West branch at least once every 6 years. If this does not occur, Account will be converted to Any Deposit Checking. See Consumer Checking Account disclosure for details about Any Deposit Checking.



Student Perks Bundle

You will automatically be opted in for and receive Student Perks Bundle benefits as indicated below.

Monthly Fee²	\$5, waived as long as account is a UC Berkeley Student Checking account
Bundle Benefits	<ul style="list-style-type: none"> ▪ No Bank of the West fee on two transactions per statement cycle at non-Bank of the West ATMs. (Cash advance and foreign transaction fees may still apply.) ▪ Rebate of up to \$6 per statement cycle for cash withdrawal fees charged by non-Bank of the West ATMs for use of their ATMs. Fees will be rebated within one (1) Business Day. ▪ Automatic enrollment of your debit card(s) in the Bank of the West Rewards Program with no Annual Membership Fee. See Bank of the West Rewards Program Rules for Debit Card Accounts section below.

² If you change your UC Berkeley Student Checking account to any other Bank of the West checking product OR if you do not present your valid UC Berkeley Student ID once every 6 years, a \$5 monthly fee will apply for the Student Perks Bundle. You may opt out of the Student Perks Bundle to avoid the monthly fee, and you will have the option to remain enrolled in the Bank of the West Rewards Program separately to retain your accrued Points. If you choose to remain in the Rewards Program, the Rewards Program \$15 annual fee will be charged to your checking account approximately 60 days after you opt out of the Student Perks Bundle.

Bank of the West Rewards Program Rules for Debit Card Accounts

1. Definitions.

- a. "Account" means the eligible Bank of the West Debit Card, or any replacement thereof, enrolled in the Bank of the West Rewards Program ("Program").
- b. "Award(s)" means the rebates, services, merchandise and travel offered to the holder(s) of an Account after you claim the Points you may accrue pursuant to these Rules.
- c. "Bank" means Bank of the West.
- d. "Deposit Account" means the deposit account to which an Account is linked.
- e. "Good Standing" means not closed, cancelled or terminated by either party, overdrawn, delinquent, or otherwise not available to use for new transactions.
- f. "Rules" means the Bank of the West Rewards Program rules.
- g. "You" or "Your" refers to the holder(s) of an Account.

How Points work

2. As provided in these Rules, Bank accrues ten (10) Points for every net qualifying purchase (purchase transactions minus returns/credit transactions) on an Account that:

- (i) You charge with your Bank of the West Debit Card enrolled in the Program; and
- (ii) Appears on your Deposit Account statement during the Program.

Qualifying purchases include purchases made with a Personal Identification Number (PIN) or purchases you sign for, Internet, phone or mail-order purchases, small dollar purchases that don't require a signature, and payments on your bills. Any returned purchase **will reduce** the number of Points available by ten (10) Points.

No Points are accrued for **fees, cash transactions, or foreign transaction currency conversion charges**. Bank is not responsible for any delay in a merchant posting of a transaction to your Account. The Program constitutes a consumer retention program operated by Bank to provide consumers with Points that upon being claimed are redeemable for or towards goods or services or other monetary value as a reward for purchases made.

Annual Fee

3. Bank will charge Debit Rewards Annual Membership Fee at the amount specified in the table below based on Account, Deposit Account, or bundle type. The Debit Rewards Annual Membership Fee will be charged the business day following enrollment and then annually on or near the same date. Consult your Deposit Account disclosures for any applicable fee waiver information.

Debit Rewards Annual Membership Fee	Enrolled Account, Deposit Account, or bundle type
\$15 (Per Account)	<ul style="list-style-type: none"> • Newly enrolled into the program
Waived (No Fee)	<ul style="list-style-type: none"> • Enrolled in the Program prior to October 15, 2012 • Student Perks Bundle • Wealth Management World Debit™ MasterCard®

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Bank of the West Rewards Program Rules for Debit Card Accounts, continued

Claiming Your Points

4. You must claim Points accrued through the Program through the redemption process in order to exchange the Points for Awards. **No other person**, including, without limitation, any trustee, administrator, executor or heir, may claim the Points on your behalf. Points can be claimed and used for Awards available in the then current Program. You may select Awards from any level, as long as you have accrued and can claim a sufficient number of Points available in your rewards account. **Point requirements assigned to any Award are subject to change from time to time without notice, and Awards may be substituted at any time.** Should an Award be discontinued, it may be replaced with an Award of equal or greater value or, if no suitable substitute is available, you will be advised to make an alternate selection. Please refer to the Travel Redemption Rules located on www.bankofthewestrewards.com for applicable rules and fees.

Merchandise Awards

5. Any merchandise Award usually will be delivered by a commercial delivery service or by the **U.S. Postal Service within 4-6 weeks** of processing your order. We may require verification of your identity and Account prior to processing your order. **Shipments cannot be made to a post office box or outside the United States and eligible territories.** If you have an APO address, please contact Bank of the West Rewards Award Headquarters at (866) 791-4106 for details regarding merchandise options and shipments.

Damages to Merchandise

6. Upon receipt of any merchandise Award, you should note any damages or shortages on the delivery receipt before signing to accept delivery from the carrier. **A product which is received damaged or defective must be returned to the shipper within thirty (30) days of receipt for replacement.** All parts, instructions, warranty cards and original packaging materials must be returned with the product.

Manufacturer Warranties

7. Applicable manufacturers' warranties will be included with your Award. Warranty claims must be directed to the manufacturer. **BANK AND ITS SERVICE PROVIDERS MAKE NO PRODUCT REPRESENTATIONS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED IN FACT OR LAW, REGARDING ANY AWARD, INCLUDING BUT NOT LIMITED TO, ITS QUALITY, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DISCLAIM ANY AND ALL LIABILITY AS TO THE CONDITION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF PRODUCTS AND/OR SERVICES PROVIDED THROUGH THIS PROGRAM.** Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. To the extent those apply to you, some of the provisions set forth in these Rules may not apply.

Points Have No Cash Value

8. Points have no cash value and may not be used to repay other obligations to us or anyone else. You have no property rights or other legal interests in the Points accrued through the Program, and they may not be transferred (including any transfer upon death or as part of a domestic relations matter), assigned, bought, or sold.

Viewing Your Points/Checking Point balance

9. You may view accrued Points subject to adjustment, online at www.bankofthewestrewards.com by logging into your rewards account, or over the phone at (866) 791-4106. If there is any error in your Points as disclosed to you, you must report the discrepancy to us within 30 days of the date of the report.

Closed Accounts; Account Standing

10. **If your Account or Deposit Account is closed for any reason (other than fraud or other security concerns), including inactivity or non-renewal, or if you cancel enrollment of your Account in the Program, you will no longer be able to accrue Points and all accrued Points not claimed and redeemed for that Account will be forfeited.** Your Account and Deposit Account must be in Good Standing at the time you claim and redeem Points for an Award. Bank reserves the right to suspend your participation in the Program and the accrual of additional Points until the Account and Deposit Account are in Good Standing. Upon bringing your Account and Deposit Account into Good Standing, your participation in the Program will be reinstated, but Points previously forfeited or eliminated will not be reinstated.

Printing Errors

11. Despite the Program's best efforts to ensure accuracy, printing errors occasionally occur. The Program reserves the right to correct such errors at any time even if it affects a pending claim of Points or Award redemption.

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Bank of the West Rewards Program Rules for Debit Card Accounts, continued

Rewards Program Modifications

12. This Program may be modified, suspended or cancelled at any time. These Rules may be added to, deleted from or otherwise amended at any time upon such notice as is required by law. Changes to the Program may include, but are not limited to, modifications which affect Point accrual and the expiration of Points. Only if you have an Account will you be provided with written notice of any material change to the Program and Rules. All notices pertinent to this Program or the Rules may be sent by mail addressed to the last address shown in our records for you or sent to you by email at the email address on file with us. Your continued participation in the Program after the effective date of any notice of change shall constitute your agreement to the Program or Rules as amended. Any notice provided to you hereunder will be deemed received by you no later than the earlier of the date received or within five days from the date it is sent or posted.

Contact Bank for details on any current promotions affecting Point accrual or redemption options. Accrued Points may be eliminated due to Rules violations. This Program is void where prohibited or restricted by law. You are responsible for any applicable federal, state or local taxes.

Liability

13. You release and agree to hold Bank, its officers, employees, agents and service providers harmless in connection with any injuries and damages of every kind and nature arising in connection with or as a result of your claiming and redeeming Points and with your receipt of and use of an Award. You waive and release any and all rights, demands, losses, liabilities, claims and causes of action whatsoever that you may now or hereafter be entitled to assert, including, but not limited to, any death, injury, loss of enjoyment or other harm or loss of any nature whatsoever caused by, contributed to, or arising out of any Award, its acceptance or use. You further agree to hold Bank and any of its service providers harmless if an Award vendor or provider files for bankruptcy, or otherwise goes out of business, after you have redeemed your Points for an Award from the vendor or provider but before you are able to receive or use the Award.

Program Restrictions

14. **Certain restrictions may apply to travel certificates, tickets and documents.** Travel and other certificates are not exchangeable, refundable, transferable or redeemable for cash. All travel certificates, tickets and documents will be mailed first class U.S. Mail and will not be replaceable in the event of loss, destruction or theft. Your award will usually be delivered within 4-6 weeks of processing your order. You may request travel certificates, tickets and documents to be delivered by overnight carrier and agree to pay the associated additional delivery fees by card. Unless otherwise stated, you are responsible for federally imposed airline security fees as well as any surcharges or additional fees as may be imposed by the airlines or local aviation authority and must pay them by card at the time of the reservation booking. Please refer to the Travel Redemption Rules located on www.bankofthewestrewards.com for applicable rules and fees.

About These Rules

15. The Bank shall resolve all questions of what constitutes an eligible charge. All Program Rule determinations by the Bank are final. By using the card enrolled in this Program or otherwise accruing Points, you agree these Program Rules, as amended from time to time, will govern the Bank of the West Rewards Program. You may access continuously updated Rules for the Program at www.bankofthewestrewards.com.

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