

# Virtual Wallet Spend Statement

PNC Bank




For the period 05/06/2023 to 06/06/2023


ERWIN CESPEDES  
3243 BLUE LOBELIA  
NEW BRAUNFELS TX 78130-0174

Primary account number: 49-5279-0984

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Number of enclosures: 0

 For 24-hour banking, and transaction or interest rate information, sign-on to

 PNC Bank Online Banking at [pnc.com](https://pnc.com)

For customer service call 1-888-PNC-BANK

PNC accepts Telecommunications Relay Service (TRS) calls.


Para servicio en español, 1-866-HOLA-PNC

**Moving?** Please contact us at 1-888-PNC-BANK

 Write to: Customer Service

PO Box 609

Pittsburgh, PA 15230-9738

 Visit us at [pnc.com](https://pnc.com)

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## IMPORTANT ACCOUNT INFORMATION

The information below amends certain information in our Virtual Wallet Fine Print and Account Agreement for Personal Checking, Savings and Money Market Accounts (Agreements). All other information in our Agreements continues to apply to your account. Please read this information and retain it with your records.

Our general practice is to decline to cash a check made payable to you and drawn on another institution if you have not had a deposit account with us for at least one (1) year. We may require you to deposit the check to your Account instead. With respect to all other checks drawn on any institution, we may refuse to cash a check made payable to you, but instead require you to deposit the check to your Account.

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## IMPORTANT ACCOUNT INFORMATION

The information below amends certain information in our Consumer Schedule of Service Charges and Fees and Features and Fees ('Schedule'). All other information in our Schedule continues to apply to your account. Please read this information and retain it with your records.

Effective June 26, 2023, the following pricing updates will be made to Consumer Wire Transfers and Money Transfers:

- > Agent-Assisted Outgoing International Wire Transfers will increase from \$45.00 to \$50.00.
- > Agent-Assisted International Money Transfers will increase from \$5.00 to \$10.00.
- > International Outgoing Self-Service Wire Transfers sent in foreign currency (FX) will decrease from \$40.00 to \$5.00.

If you have any questions, please feel free to visit your local PNC Branch or Solution Center or call the Customer Care Center at 1-888-762-2265.

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## IMPORTANT ACCOUNT INFORMATION


The information below amends certain information in our Consumer Schedules of Service Charges and Fees and our Features and Fees ("Schedules"). All other information in our Schedules continues to apply to your account. Please read this information and retain it with your records.

Effective April 1, 2023, the Consumer Return of Deposited/Cashed Item fee of \$12.00 is no longer being charged.

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## IMPORTANT ACCOUNT INFORMATION

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Effective August 1, 2023, the Staff-Assisted Statement Request fee of \$5.00 will be reinstated on all consumer deposit accounts. This fee is charged when a historical statement is requested to be printed in a branch or requested online to be mailed or faxed. This fee is disclosed in the Image and Photocopy Requests section of your Features and Fees and/or Consumer Schedule of Service Charges and Fees. Customers can [continue to access online statements for no charge](#).

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## IMPORTANT ACCOUNT INFORMATION

On June 1, 2023 PNC updated the Arbitration Provision of the Virtual Wallet Fine Print and Account Agreement for Personal Checking, Savings and Money Market Accounts (Agreements). All other information in your Agreement continues to apply to your account.

PLEASE READ THE WAIVER CAREFULLY: IT WILL IMPACT HOW LEGAL CLAIMS YOU AND PNC HAVE AGAINST EACH OTHER ARE RESOLVED.

THE ARBITRATION PROVISION WILL APPLY TO YOUR ACCOUNT(S) UNLESS YOU OPT OUT BY PROVIDING TIMELY NOTICE AS SET FORTH IN THE ARBITRATION PROVISION OR UNLESS YOU PREVIOUSLY OPTED OUT BY PROVIDING TIMELY NOTICE AS SET FORTH IN THE ARBITRATION PROVISION.

### Arbitration Provision

READ THIS ARBITRATION PROVISION CAREFULLY: IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. Under the terms of this Arbitration Provision, and except as set forth below, Claims (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with the terms specified herein, if you or we elect it.

### YOUR RIGHT TO OPT OUT; EFFECT OF ARBITRATION.


This Arbitration Provision will apply to you and us and to your Account as of the date your Account was opened (or, if you are an existing customer, as of the date of this Agreement), unless you opt out by providing proper and timely notice as set forth below. If a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general, or other representative action in court or in arbitration; or (4) join or consolidate a Claim with those of any other person. This Arbitration Provision will survive the termination of this Agreement. See further details below.

### Definitions

"We," "Us" and "Our." Solely as used in this Arbitration Provision, the terms "we," "us" and "our" also refer to (1) our employees, agents, officers, directors, parents, controlling persons, subsidiaries, affiliates, predecessors, acquired entities, successors, and assigns; and (2) any failed bank to the extent of the assets acquired by us or our affiliates.

"Account." For purposes of this Arbitration Provision, "Account" refers to your personal deposit account or accounts with us and the features and services provided in connection with it or them. Personal deposit accounts include checking accounts, savings accounts, money market deposit accounts, and certificates of deposit. Certificates of deposit and money market deposit accounts held in a retirement account are collectively an "Account." "Account" also refers, collectively and separately, to the Spend, Reserve and Growth accounts in your Virtual Wallet, Virtual Wallet Student, Virtual Wallet with Performance Spend, Virtual Wallet with Performance Select, or Virtual Wallet Checking Pro.

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"Claim." A "Claim" subject to arbitration is any demand, cause of action, complaint, claim, asserted right, or request for monetary or equitable relief, whether past, present, or future, and based upon any legal theory, including contract, tort, consumer protection law, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to this Agreement, your Account or Accounts, the events leading up to your becoming an Account holder (for example, advertisements or promotions), any feature or service provided in connection with your Account or Accounts, or any transaction conducted with us related to any of your Accounts. Notwithstanding the foregoing, the term "Claim" excludes: (a) any dispute or controversy about the validity, enforceability, coverage, or scope of this Arbitration Provision or any part thereof, including the Class Action Waiver and Public Injunctive Relief Waiver below (a court will decide such disputes or controversies); and (b) any individual action brought by either party in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court. After a Claim is filed with the arbitration administrator, but before an arbitrator is formally appointed to a Claim, a party may send a written notice to the opposing party and the administrator stating that the Claim is within the jurisdiction of small claims court (or an equivalent court) and requesting that that court decide the Claim. Upon receipt of that notice, the administrator will administratively close the case without requiring the payment of filing or any other administrative fees.

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## Arbitration Procedures

**Electing Arbitration of Claims.** Except if you opt out as provided below, you or we may elect to arbitrate any Claim. The election may be made by submitting a written Notice of Arbitration ("Notice") in accordance with the terms herein. Or, if a lawsuit asserting a Claim is filed in court, the other party may elect arbitration in the lawsuit (for example, a motion by the defendant to compel arbitration). If you or we commence litigation of a Claim, neither you nor we waive our right to elect to arbitrate any counterclaim or other Claim that you or we may make.

**Notice Requirements.** If you or we elect to arbitrate a Claim, the claimant must provide the other party with written Notice before commencing arbitration. Notice to us shall be sent to PNC Bank, N.A., Legal Department, PNC Tower (18th Floor), 300 Fifth Avenue, Mailstop: PT-PTWR-18-1, Pittsburgh, PA 15222, Attn: Notice of Arbitration (the "Notice Address"). Our Notice to you shall be sent to the most recent address for you in our files. The Notice must be clearly marked "Notice of Arbitration" and contain the claimant's name, telephone number, mailing address, e-mail address, the Account number of any Account at issue, a description of the nature and basis of the dispute, the relief sought by the claimant, and the claimant's signature. To safeguard your Account, if you have retained counsel to submit the Notice, your Notice must include your signed statement authorizing us to share information about the Account and the Claim with your counsel. The noticing party must provide the other party 45 days from receipt of the Notice in order to provide the parties a meaningful opportunity to resolve the dispute in an informal, prompt, mutually beneficial manner. During this period, any applicable statutes of limitations or contractual limitations periods will be tolled. The arbitration administrator may not accept or administer an arbitration nor assess fees until the expiration of the 45-day period. Either party may seek court intervention regarding the initiation of arbitration or the assessment of fees in connection with such arbitration.

**Arbitration administrator and rules.** The arbitration will be administered by the American Arbitration Association ("AAA") under its rules for consumer arbitrations. The AAA rules and forms may be obtained by contacting AAA at 1-800-788-7879 or visiting [www.adr.org](https://www.adr.org). AAA will apply its rules and codes of procedures in effect at the time arbitration is elected including, if applicable, AAA's Supplementary Rules for Multiple Case Filings. If AAA is unable or unwilling to administer the arbitration in accordance with this Arbitration Provision, the parties may agree on another administrator or, if there is no agreement, a court with jurisdiction may appoint one. The arbitrator may, as appropriate, hold hearings in person, by telephone or videoconference, or decide Claims based on papers submitted by the parties. Any in-person arbitration hearing

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will take place in a venue in the county where you reside unless you and we agree otherwise.

ARBITRATION PROVISION IS CONTINUED AT THE END OF YOUR STATEMENT

## Virtual Wallet Spend Account Summary

ERWIN CESPEDES

Account number: 49-5279-0984

Overdraft Protection has not been established for this account.

Please contact us if you would like to set up this service.

Overdraft Coverage

- Your account is currently

Opted-Out.

### Balance Summary

Beginning balance	Deposits and other additions	Checks and other deductions	Ending balance
25.02	3,000.00	2,736.92	288.10
		Average monthly balance	Charges and fees
		734.82	.00

### Transaction Summary

Checks paid/withdrawals	Debit Card POS signed transactions	Debit Card/Bankcard POS PIN transactions
0	2	0
Total ATM transactions	PNC Bank ATM transactions	Other Bank ATM transactions
0	0	0

### Activity Detail

#### Deposits and Other Additions

Date	Amount	Description	
05/08	2,000.00	Online Transfer From	0000004945732938
05/15	500.00	Online Transfer From	0000004945732938
05/17	500.00	Online Transfer From	0000004945732938

There were 3 Deposits and Other Additions totaling \$3,000.00.

#### Banking/Debit Card Withdrawals and Purchases

Date	Amount	Description
05/10	90.61	4606 Recurring Debit Card Intuit *Qbooks Online
06/06	90.61	4606 Recurring Debit Card Intuit *Qbooks Online


There were 2 other Banking Machine/Debit Card deductions totaling \$181.22.

#### Online and Electronic Banking Deductions

Date	Amount	Description
05/08	353.47	Direct Payment - XXXXXX0104 Lone Star Storag
05/16	1,500.00	Web Pmt- Fordcredit Ford Motor CR 061005321
05/18	602.23	Corporate ACH Cpc-Client State Farm Ro 08 25 S 1424586725
05/23	30.00	Direct Payment - XXXXXX0104 Lone Star Storag
05/30	70.00	Direct Payment - XXXXXX0104 Lone Star Storag

There were 5 Online or Electronic Banking Deductions totaling \$2,555.70.

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## Daily Balance Detail

Date	Balance	Date	Balance	Date	Balance	Date	Balance
05/06	25.02	05/15	2,080.94	05/18	478.71	05/30	378.71
05/08	1,671.55	05/16	580.94	05/23	448.71	06/06	288.10
05/10	1,580.94	05/17	1,080.94				

## ARBITRATION PROVISION (continued)

Arbitration costs. The parties shall pay filing, administrative, and arbitrator fees in accordance with the administrator's rules, unless applicable law requires a different allocation. This means that you will be responsible for paying your share of the administrator's filing fees unless you obtain a waiver of fees from the administrator. However, if you send us a written signed request at our Notice Address requesting that we pay your share of the fees and stating that you tried but were unable to obtain a fee waiver after submitting the documentation required by the administrator, and if your request is made in good faith, we will pay or reimburse you for your share of the filing fees charged by the administrator.

What law the arbitrator will apply. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. However, the arbitrator will apply the same statutes of limitation, evidentiary privileges, and applicable substantive law that a court would apply if the matter were pending in court. The arbitrator may consider rulings in arbitrations involving other customers, but an arbitrator's ruling will not be binding in proceedings involving different customers. In addition, the arbitrator has the same power as a federal court to impose sanctions against any represented party or counsel for any violation of the standards of Federal Rule of Civil Procedure 11(b) or 28 U.S.C. section 1927.

The arbitrator's decision and award. At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator may award any damages or other relief or remedies (including statutory awards of attorneys' fees) available under applicable law, as limited in the Class Action Waiver and Public Injunctive Relief Waiver below, in an individual action brought in court. If the arbitrator finds that you or we have violated the standards of Federal Rule of Civil Procedure 11(b) or 28 U.S.C. section 1927, if permitted by applicable law, the arbitrator may reallocate compensation, expenses, and administrative fees (which include filing and hearing fees) as justice requires.

Effect of arbitration Award; appeal. The arbitrator's award shall be final and binding on all parties, except for any right of judicial review provided by the Federal Arbitration Act.


### Federal Arbitration Act

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision.

### CLASS ACTION WAIVER

If either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons (except for co-account owners). No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief (including damages, restitution, or declaratory relief) that applies to any person or entity other than you and/or us individually. The parties acknowledge that this Class Action Waiver is material and essential to the arbitration of any Claims and is non-severable from this Arbitration Provision. If (after exhaustion of all appeals) a court finds that this Class Action Waiver is unenforceable, then any non-arbitrable aspects of the Claims will proceed in court after all other arbitrable

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aspects of the Claims are arbitrated. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

## PUBLIC INJUNCTIVE RELIEF WAIVER

If either you or we elect to arbitrate a Claim, neither you nor we will have the right to seek a public injunction, if such a waiver is permitted by the FAA. If (after exhaustion of all appeals) a court decides that this Public Injunctive Relief Waiver is unenforceable, any request for a public injunction will be decided in court after all other Claims are arbitrated. In no event will an arbitrator be permitted to issue a public injunction.

Conflicts; Severability; Survival

In the event of a conflict between the provisions of this Arbitration Provision and the AAA rules, or any other terms of the Agreement, the provisions of this Arbitration Provision shall control. If any part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as provided by the Class Action Waiver or Public Injunctive Relief Waiver. This Arbitration Provision shall survive (1) the closing of your Account and the termination of any relationship between us, including the termination of the Agreement, and (2) survive any bankruptcy to the extent consistent with applicable bankruptcy law.

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## RIGHT TO OPT OUT

You may opt out of arbitration by sending us a written notice (the "Opt Out Notice"). To be effective, an Opt Out Notice must (1) include the Account holder name, address, phone number, and Account number(s); (2) state that you are opting out of the Arbitration Provision in your Account Agreement for the listed Account numbers; (3) be sent to us at PNC Bank, Attn: Arbitration Opt Out, P.O. Box 535229, Pittsburgh, PA 15253-5229; (4) be signed personally by all account owners; and (5) be postmarked within forty-five (45) days after either (i) the date we first delivered or otherwise provided you with an arbitration provision, in paper or electronic form, or (ii) the day you open your Account, whichever is later. Your decision to opt out will not affect any other term in this Account Agreement. If the Arbitration Provision of your Account Agreement has already been delivered or otherwise made available to you, amendments to your Account Agreement will not give you a new right to opt out of this Arbitration Provision, unless we amend a substantive clause of the Arbitration Provision.

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