

# Your Deposit Account



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# TERMS AND CONDITIONS OF YOUR ACCOUNT

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - 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.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us), sign the signature card, or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of Texas and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

**Relation to Other Agreements** - Your use of other services for your account(s) may be governed by other agreements between you and us. When you accept those agreements, the terms of those other agreements control as to matters pertaining to the specific services addressed by those agreements. Otherwise, the terms, conditions, agreements, representations, schedules, disclosures, and fees set forth in or associated with the Terms and Conditions of Your Account agreement and signature cards remain in full force and effect.

**BINDING ARBITRATION** - This agreement is subject to an Arbitration Agreement and Class Action Waiver requiring us to resolve any disputes in binding arbitration on an individual basis rather than jury trials or class actions. Please read the Arbitration Agreement and Class Action Waiver section of this agreement for details.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence. We reserve the right to accept foreign currency items for collection only.

## **WITHDRAWALS**

**Important terms for accounts where more than one person can withdraw** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us. Generally, your account may automatically be closed by our system if a zero balance is maintained for ten consecutive days. To avoid this situation, a positive balance must be kept in your account at all times. We reserve the right to place an account on "Do not close on zero balance" if warranted on accounts such as: Commercial Cash Concentration, Repo Investment or Sweeps.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Stale-dated checks** - If a check dated more than six months in the past (stale-dated check), is presented for payment against your account, we may pay the check and charge it to your account. If you do not want us to pay a stale-dated check, you must place a stop payment on it. Refer to the Stop Payments section for additional rules covering stopping payment on checks.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of withdrawal** - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

**Funds availability** - Please see the section titled Your Ability to Withdraw Funds for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item to your account.

#### **UNDERSTANDING AND AVOIDING OVERDRAFT AND RETURN ITEM FEES -**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) transactions is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

Generally, an overdraft occurs when the current balance of your account is insufficient to pay for a transaction at the time it is presented to us, but we pay it anyway. If we elect to pay the overdraft, we will charge you an Overdraft Item Fee. If we do not pay the overdraft, the NSF transaction will be rejected and the item or requested payment will be returned unpaid. When this occurs, we will charge you a Return Item Fee. We do not charge Return Item Fees if a debit card payment or ATM withdrawal or transfer is rejected. Please review our Limits and Fees disclosure for more information on these fees. We have no obligation to pay a transaction presented for payment unless the current balance of your account is sufficient to pay the transaction.

**Payment types** - Some of the ways you may overdraw your account or cause an NSF transaction, and thus incur an Overdraft Item Fee or Return Item Fee, include, but are not limited to, recurring debit card transactions, automated clearing house (ACH) transactions, electronic fund transfers, and check transactions. If you choose to participate in our Overdraft Privilege Program (described below) and execute a Regulation E Opt-in Authorization (required for consumer accounts only), you may overdraw your account, and thus incur an Overdraft Item Fee, for ATM and one-time debit card transactions. All of these payment types can use different processing systems, and some may take more or less time to post to your account. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the authorized transactions you set up will help you to know what other pending transactions might still post against your account.

**Important Information Regarding "Decoupled" Cards** - Decoupled debit cards are debit cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card issuer with the information it needs to link the decoupled debit card to your account with us. Once this is done, you can typically use the decoupled debit card as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards may originate as debit card transactions paid by the card issuer, we receive and process them as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card issuer to understand the terms of use for that card. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid Overdraft or Return Item Fees.

**Overdrafts** - You understand we may, at our discretion, pay transactions overdrawing your account. However, the fact we may pay transactions overdrawing the account does not obligate us to do so later. So, you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you.

You agree we may charge fees for overdrafts, including Overdraft Item Fees. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions unless you have chosen to participate in the Overdraft Privilege Program and executed a Regulation E Opt-in Authorization. We charge Overdraft Item Fees for recurring debit card transactions even if you have not chosen to participate in the Overdraft Privilege Program or executed a Regulation E Opt-in Authorization. We rely on the merchant's designation of whether a particular debit card payment is a "one-time" payment or a recurring transaction. Your only recourse for misclassification of a transaction is with the merchant. You must immediately repay the amount of any overdraft and any Overdraft Item Fee applied to your account. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and fees.

**Nonsufficient funds (NSF) transactions** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented to us for payment and the current balance of your account is not sufficient to pay for the item or transaction, and we decide not to pay the item or transaction, you agree we can charge you a Return Item Fee for rejecting the transaction or returning the item or request for payment.

**Re-presented items** - Be aware an item may be presented for payment more than once, and we do not monitor or control the number of times an item is presented for payment. You agree we may charge you a Return Item Fee each time an item is presented for payment if the current balance of your account is not sufficient to pay for the item or transaction, regardless of the payment type or the number of times the item is presented. If we elect to pay the overdraft on a re-presented item, you agree we may charge you an Overdraft Item Fee.

**Overdraft Protection Services** - Please contact us to discuss the overdraft protection services that might be available to you in the event of an overdraft. For example, for qualifying customers, we offer an overdraft protection line-of-credit and/or an agreement to sweep funds from another account you have with us to cover overdrafts in your account. If you qualify and elect to participate in one or more of these overdraft protection services, in the event of an overdraft, we will transfer available funds from your overdraft protection line of credit and/or your designated sweep account to cover the amount of the overdraft. A fee will be charged for use of an overdraft protection service, if applicable. Using these overdraft protection services can reduce your likelihood of incurring Overdraft Item Fees and Return Item Fees. Please contact us or consult your additional overdraft protection service agreement(s) with us and our Limits and Fees disclosure for more information regarding the terms of these services.

**Overdraft Privilege Program** - If an item or transaction is presented to us for payment and the current balance of your account is not sufficient to pay it, we may, in our discretion, pay the item or return the item. Your participation in our Overdraft Privilege Program allows us to authorize payment for the following types of transactions regardless of whether your account has a sufficient current balance to pay the item: (1) checks and other transactions, except as otherwise described below; (2) electronic online bill payments; and (3) ACH transactions.

If you have a consumer checking account participating in the program and want to use the program for ATM and one-time debit card transactions, you must affirmatively consent (opt-in) by executing a Regulation E Opt-in Authorization; otherwise, we may not authorize an ATM transaction or one-time debit card transaction and it may be refused by the merchant where you are using your debit card if the available balance in your account is not sufficient to cover the transaction. Please contact us or visit your nearest branch to execute a Regulation E Opt-In Authorization to affirmatively consent to ATM transactions and one-time debit card transactions for the consumer account participating in the Overdraft Privilege Program. You can opt out of this decision at any time.

**Determining your account balance** - We use the current balance of your account to determine if there is enough money to pay an item presented for payment. The current balance of your account is calculated based on the ending balance of your account from the previous business day minus any amounts subject to a hold on your account. Holds may be placed on funds in your account to comply with court orders or other legal requirements, as a result of delayed funds availability, when we have notice of a previously deposited item being returned, or for other reasons. Holds affecting your current balance do not include pending debit transactions, such as electronic transactions that have been authorized but are pending and checks that have not cleared. For information regarding pending debit transactions and their effect on your available balance, please see the Your Available Balance for Debit Card Transactions section below.

When a transaction is posted to your account, it changes your current balance. Deposits or other credits posted to your account will increase your current balance, subject to any portion of a deposit hold. Withdrawals or other debits posted to your account will reduce your current balance. We receive transactions throughout the day, but we do not post them to your account until the end of the business day. We post items as described in the Payment Order of Items section to determine whether your account is overdrawn and fees will be charged. Items are typically posted to your account in a different order than you conducted them or we received them.

It is important to keep track of your account balances to avoid overdrawing your account. You can review your balances in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, completing a balance inquiry at an ATM, or visiting one of our branches.

**Your available balance for debit card transactions** - When you use your debit card for a transaction, the transaction is authorized based on the available balance of your account plus the Overdraft Privilege Program limit available to you if you have chosen to participate in that program and, for consumer accounts only, executed a Regulation E Opt-in Authorization for ATM and one-time debit card transactions at the time of the transaction. Your available balance is calculated by subtracting pending debit transactions

from your current balance. Your available balance does not include items such as scheduled electronic online bill pay transactions, deposits with holds on them, and checks you have written but have not yet posted to your account. Once a debit transaction is authorized, the authorized amount of the pending debit transaction is deducted from your available balance.

Some merchants may seek to authorize an amount different from the actual purchase total of the debit transaction. When this happens, we cannot determine whether the amount of the pending debit transaction differs from the actual amount of your purchase. This may cause the amount of the pending debit transaction to be more or less than the actual amount of your purchase. Some common transactions where this occurs include, but are not limited to, purchases of gasoline, hotel rooms, car rentals, or meals at restaurants. Until the merchant presents the debit transaction for payment, the amount the merchant requests to authorize for the pending debit transaction will be deducted from your available balance and will not be available to authorize subsequent debit card transactions. We have no control over how quickly merchants process their transactions. However, if the merchant does not present the pending debit transaction for payment within three (3) calendar days of the authorization, the pending debit transaction will expire and the amount of the pending debit transaction will be added back into your available balance. If the merchant presents the debit transaction for payment after such expiration, the transaction will be processed and posted according to the terms contained herein for debit transactions. If your account is overdrawn after the pending debit transaction expires, and the pending debit transaction posts, an Overdraft Item Fee may be assessed. Please note that even though a transaction has been authorized, it still may result in an overdraft if you initiate other transactions that are processed before it. So, do not consider an authorized transaction as a guarantee there will be sufficient funds in your account to cover the transaction when it posts.

IT IS VERY IMPORTANT TO UNDERSTAND THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE CURRENT AND AVAILABLE BALANCES APPEAR TO SHOW SUFFICIENT FUNDS TO COVER A TRANSACTION YOU WANT TO MAKE. Your current and available balance may not reflect all of your outstanding checks, electronic online bill payments you have authorized, or other outstanding transactions that have not paid from your account. In all cases, the best way to know the amount of available funds in your account is for you to carefully track all your transactions including, but not limited to, checks, electronic online bill payments, debit card transactions, fees and service charges, and deposits.

**UNIFORM SINGLE-PARTY OR MULTIPLE-PARTY ACCOUNT SELECTION FORM NOTICE** - The type of account you select may determine how property passes on your death. Your will may not control the disposition of funds held in some of the following accounts. You may choose to designate one or more convenience signers on an account, even if the account is not a convenience account. A designated convenience signer may make transactions on your behalf during your lifetime, but does not own the account during your lifetime. The designated convenience signer owns the account on your death only if the convenience signer is also designated as a P.O.D. payee or trust account beneficiary.

**SINGLE-PARTY ACCOUNT WITHOUT "P.O.D." (PAYABLE ON DEATH) DESIGNATION** - The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

**SINGLE-PARTY ACCOUNT WITH "P.O.D." (PAYABLE ON DEATH) DESIGNATION** - The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party's estate.

**MULTIPLE-PARTY ACCOUNT WITHOUT RIGHT OF SURVIVORSHIP** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

**MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes to the surviving parties.

**MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND "P.O.D." (PAYABLE ON DEATH) DESIGNATION** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries.

**CONVENIENCE ACCOUNT** - The parties to the account own the account. One or more convenience signers to the account may make account transactions for a party. A convenience signer does not own the account. On the death of the last surviving party, ownership of the account passes as a part of the last surviving party's estate under the last surviving party's will or by intestacy. The financial institution may pay funds in the account to a convenience signer before the financial institution receives notice of the death of the last surviving party. The payment to a convenience signer does not affect the parties' ownership of the account.

**TRUST ACCOUNT** - The parties named as trustees to the account own the account in proportion to the parties' net contributions to the account. A trustee may withdraw funds from the account. A beneficiary may not withdraw funds from the account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the account passes to the beneficiary. The trust account is not a part of a trustee's estate and does not pass under the trustee's will or by intestacy, unless the trustee survives all of the beneficiaries and all other trustees.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law; it must be made in a dated, authenticated record that describes the item with certainty. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood – you can ask us what type of stop-payment records you can give us.) We must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires. Oral Stop Payment Orders (including by phone) are binding for fourteen (14) CALENDAR DAYS ONLY, unless you confirm the Order by signing and returning the proper written form to us within the fourteen-day (14-day) period.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere. You agree not to hold us liable for any expenses, costs, damages, claims, demands or lawsuits of any kind arising from failure by us to honor such request for any reason.

**AMENDMENTS AND TERMINATION** - We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason except as prohibited by law. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

**CORRECTION OF CLERICAL ERRORS** - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount or fee, including Overdraft Item Fees and Return Item Fees. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

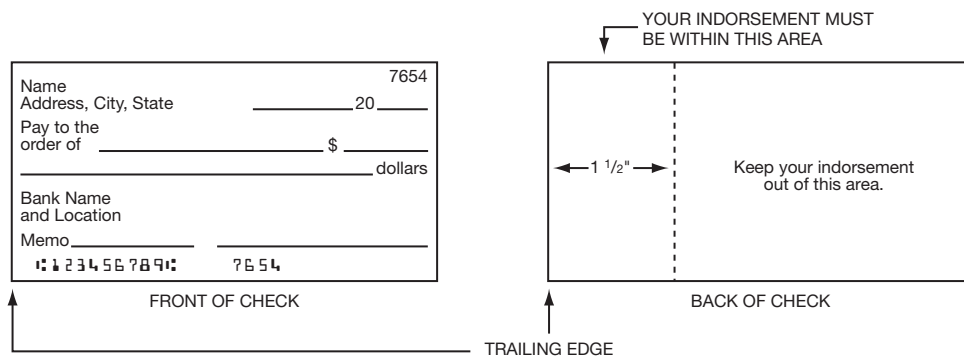
**CHECK PROCESSING** - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

**ACCOUNT SECURITY** -

**Your duty to protect account information and methods of access** - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

**TELEPHONIC INSTRUCTIONS** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions received other than in person.

**MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an every day/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your certificate of deposit account's Truth in Savings Disclosure for early withdrawal information.

**CHANGES IN NAME AND CONTACT INFORMATION** - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing by each account holder. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law; or (4) a claim arising from suspicious activity. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding or investigation to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**FUNDS TRANSFERS** - Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board of Governors of the Federal Reserve System, this agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association and other funds-transfer system rules, as applicable. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH or other funds-transfer systems. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. ACH Stop Payment Orders on electronic transactions will remain in effect until the earlier of (1) the withdrawal of the Stop Payment Order by a person authorized on the account, or (2) the return of the debit entry, or (3) where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific Originator, the return of all such debit entries.

**INTERNATIONAL ACH TRANSACTIONS** - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check for at least 14 business days from the date of deposit or such longer time but not to exceed 90 days for its own protection. You understand that in all cases, it is solely your responsibility for safeguarding all items you retain from destruction, alteration, or theft. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate or your failure to safeguard the physical check. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling. By use of your ATM/debit card you agree not to use or allow your card to be used in person or through electronic devices for the purchase of goods or services, including gambling services, prohibited by applicable local law in the cardholder's jurisdiction.

**Adjustments.** If we (or you, or you and us together) make an error on your account, we can fix the error without first notifying you. For example, if:

- The dollar amount of your check is paid for the incorrect amount;
- A deposit is added incorrectly; or
- We apply a deposit to the wrong account.

We can fix the error without any special notice to you, though such a correction will normally appear on your statement if the error and the correction occur on different business days. We are not required to adjust your account for discrepancies of less than \$1.00.

**Depositor Responsibility.** You shall bear any loss arising from the failure to identify properly the account by name and number on any deposit instrument or for failure to deliver the deposit instrument to us. You shall maintain a record identifying each item deposited. You agree to provide taxpayer identification numbers required for the account and warrant that the numbers provided are correct.

**Dormant/Abandoned.** The term "dormant" means there has not been a customer-generated withdrawal or deposit within one (1) year other than the crediting of interest. With respect to interest-bearing accounts, the obligation to pay interest terminates after the account has been dormant for three years and we have filed a report required by §74.101 of the Texas Property Code.

**Mailing Address and Return Mail.** We will mail statements and other notices as agreed to the address indicated on the signature card, time deposit receipts or other account documents. The schedule for mailing is available upon request. You shall provide us with your current address in writing. If you fail to do so, we shall destroy such returned mail and any items in support of entries made to the account during the period covered by the statement or notice without being liable to you. You agree that we shall have all defenses against you that we would have if such statements and items had been delivered and examined by you on the statement date. Electronic delivery of statements and notices may be handled as set forth above except that delivery will be effective as of the date it was sent or made available to you. You may obtain copies of any statement, notices or items upon payment of charges indicated in our Limits and Fees disclosure.

**Payment Order of Items.** The law permits us to pay items, such as checks, and any other withdrawals, such as electronic fund transfers, on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items and other withdrawals drawn on your account. We may debit your account on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution. The order in which items are posted to your account can affect whether your account becomes overdrawn and the total amount of fees you incur. We may change the order of posting items to your account at any time without notice to you.

We group items into categories and generally post them in the order shown below at the end of each business day. It is our practice to post deposits (credits) prior to debits and other charges and fees. In each posting category, transactions generally post in order of smallest to largest dollar amount, unless the transaction is by debit card. Debit card transactions generally post in chronological order based on the date and time the merchant presents to us for payment. The posting sequence categories (from first to last) are:

- Credits
- Debit card items merchants present to us for payment
- Force post debits, cash items, and bank fees

- ACH debits
- Electronic online bill payments
- Checks

Please note these posting categories are intended to capture the most common types of transactions. Other items may post to your account even though not specifically listed above.

**Charge Back Items.** If you deposit or cash a check or other item and (1) the paying bank returns it to us unpaid; (2) the paying bank or the check issuer demands repayment because the check or item was altered, forged, or unauthorized, is missing a signature or endorsement, or has a forged endorsement; or (3) the sending bank or the originator of an item demands repayment because it was unauthorized, sent to the wrong account number, or procured by fraud, we may pay the return and subtract the funds from your account, or any other deposit accounts with us for which you are an owner, or charge part of the item to each such account, even if you have already withdrawn the funds and this creates an overdraft. If we have reason to believe any of the above has occurred or may occur, or that the check or item should not have been paid or may not be paid for any other reason, we may place a hold on the funds until we determine who is entitled to them. If a deposited or cashed item is returned, we will charge you a Chargeback Fee. Refer to the Limits and Fees disclosure for specific fee information.

**Return of Drafts.** Reg. CC includes payable through and payable on demand drafts in the definition of “check” and requires the same processing periods for all items. You agree to present a payable through or payable on demand item in accordance with the schedule we disclose, relating to the return of such drafts, so that we will be able to return the item through the appropriate banking channels and fulfill our obligations as established by Reg. CC. You agree to hold us harmless from any loss or liability, including attorney’s fees, arising in connection with your failure to make timely return of a draft as provided herein.

**Liability Exceptions.** Any failure by us to act or delay beyond time limits prescribed by law or regulation, or permitted by this Agreement, is excused if caused by interruption of communication facilities, suspension of payments by another financial institution, war, emergency conditions, or other circumstances beyond our control, provided we exercise such diligence as the circumstances require.

#### NOTICE OF NOW AND DEMAND ACCOUNT ORGANIZATION

NOW and demand accounts consist of a checking sub-account and a savings sub-account. We may periodically transfer funds between these two sub-accounts at no cost to you. On a sixth transfer during a calendar month, any funds in the savings sub-account will be transferred back to the checking sub-account at no cost to you. If your account is an account on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub-account will be noninterest-bearing. The savings sub-account is governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection or your monthly statement. This account organization makes us more efficient and helps to keep costs down.

#### NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to customers before any “negative information” may be furnished to a nationwide consumer reporting agency. “Negative information” includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement. After providing this notice, additional negative information may be submitted without providing another notice. **We may report information about your account to the credit bureaus. Late payments, missed payments or other defaults on your account will reflect in your credit report.**

#### AUTOMATED CLEARING HOUSE (“ACH”)

The following shall apply to electronic paperless entries initiated by you for transmission by us to an ACH:

- You are bound by the operating rules of the National Automated Clearing House Association (the “NACHA Rules”) and the operating rules of the Southwestern Automated Clearing House Association (collectively, the “Rules”) in effect and as amended from time to time.
- All terms used in this paragraph are as defined in the NACHA Rules.
- It is your responsibility (and any processor employed by you to prepare your data) to deliver or transmit files containing such data to our ACH Department in a timely manner.
- We must be assured of payment for the aggregate net amount of credit entries on the date such entries are to be made, and no such entry will be released if you do not have sufficient collected balances in your account with us or if other payment arrangements satisfactory to us have not been made.
- You warrant that all data, documents and information furnished to us is genuine and correct and that we shall have no duties or responsibilities whatsoever and shall never be deemed to be your agent with respect to any matters involving such data, documents and information, including but not limited to the withholding or payment of amounts pursuant to any pension, profit sharing, hospitalization, insurance of other employee benefit plan or pursuant to any federal or state income tax, social security or other laws, rules and regulations.
- You make the same warranties in favor of us as we deem to make in favor of each Receiving Depository Financial Institution, ACH and member of the National ACH Association and contained in sections 2.4.1 – 2.4.1.7. of the NACHA Rules.
- In the event you breach any of the foregoing warranties with respect to any authorization or entry, you shall indemnify us from and against all loss as described and provided for in section 2.4.2. of the NACHA Rules.
- In the event you incur any loss due to mishandling of an entry, the liability to you shall, to the maximum extent permitted by law, be limited to the lesser of either (i) liability for our gross negligence or willful misconduct or (ii) the amount recovered by us from the Southwestern Automated Clearing House or any other party pursuant to the Rules or any indemnity agreement.
- Provisional Payment Disclosure: Credit given by us with respect to an automated clearinghouse entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry shall not be deemed to have paid to you in the amount of such an entry.
- Notice Disclosure: Under the operating rules of the National Automated Clearing House Association, which is applicable to the ACH transactions involving your account, we are not required to give next day notice to you of receipts of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.
- Choice of Law Disclosure: We may accept on your behalf payments to your account that have been transmitted through one or more Automated Clearing Houses (ACH) and that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Texas as provided by the operating rules of the National Automated Clearing House Association that are applicable to ACH transactions involving your account.

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## REAL TIME PAYMENTS (RTP®) SERVICE ADDENDUM

**Agreement.** This “Real Time Payments (RTP®) Service Addendum” (“Addendum”) describes the terms and conditions that govern your use of the RTP Service, as facilitated through our institution (“Service”). The RTP Service is the funds-transfer system owned and operated by The Clearing House Payments Company, LLC, (“TCH”) to support instant payments. RTP® is a registered trademark of TCH. You agree to the terms and conditions of this Addendum and acknowledge that you may receive instant payments through the Service.

This Addendum incorporates and supplements the Terms and Conditions of your account(s) with us (“Account”), in particular the Funds Transfers section of the Terms and Conditions also applies to this Service, along with any other disclosures, agreements, and other documents we have given or may give you pertaining to your Account or services with us (referred to collectively as the “Account Agreement”). Unless otherwise stated below, in the event of any conflict between the terms of this Addendum and your Account Agreement, the terms of this Addendum control.

**Governing Law.** This Addendum is governed by applicable federal laws and regulations, including the Electronic Fund Transfer Act (“EFTA”), as well as applicable state law, and the RTP System Operating Rules (as maintained and updated from time-to-time by TCH). To the extent the EFTA does not apply, this agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers (“UCC 4A”) as adopted in New York. To the extent the EFTA applies, your rights under the EFTA are described in the separately (or previously) provided Electronic Fund Transfers Disclosure. If any part of this Addendum is determined to be unenforceable, the rest of the Addendum remains effective.

**Representations and Warranties.** By participating in the Service, you agree that your use of the Service complies with all applicable laws, regulations, and funds transfer system rules. You agree that any transaction you participate in through the Service will involve only parties whose accounts are located in the United States. You understand that we may

not transmit payments for parties located outside of the United States. Further, you certify that your transactions comply with all applicable OFAC requirements and regulations, and that your use of the service is not for any fraudulent, unlawful, or unauthorized purpose.

**Data Collection.** By using the Service, you recognize and agree that TCH may, at its sole discretion, collect and use for any business purpose aggregated and anonymized data regarding the participants and the transactions which utilize the Service.

**Payment Order Definition.** As used in this Addendum, "payment order" includes only those instructions sent or received through the Service. Payment order does not include automated clearing house transfers, checks, wire transfers, or other instructions not sent through the Service. Terms and conditions for those types of payments are addressed elsewhere, as applicable.

**Service Availability.** In general, the Service will be available to receive transactions 24 hours a day, seven days a week.

Note that there may be times when the Service is unavailable due to prescheduled or emergency maintenance. Notice will depend on the circumstances, but we will strive to provide you with advance notice whenever possible. We reserve the right to change the hours during which the Service is available.

**Permitted Types of Transactions.**

**Receive Only** - As a user of the Service, you may receive transactions that are sent through the Service. Currently, you do not have the ability to send transactions through the Service.

**Restrictions on Use.** We reserve the right to restrict or limit your use of, or ability to send or receive transactions through, the Service if we find evidence of fraud or other misuse, or at our discretion.

At our option, we may also impose a waiting period for newly opened accounts before the account may receive payment through the Service. We also reserve the right to restrict access to, or use of, the Service, as may be required by state or federal law or the RTP operating rules. Your use may also be restricted if systemic, technological, or other emergency issues require that use of the Service be restricted, whether on a temporary or permanent basis.

**Transfer Limitations.** The maximum amount of funds that may be received in a single transaction through the Service is \$10,000,000. If we change this limit, we will notify you to the extent the law requires such notification.

Only domestic transactions may be made through the Service. You agree not to use the Service for international transactions.

**Transaction Settlement.** Transactions made through the Service are final and settle in real time (typically within seconds).

There may be some exceptions to transactions settling in real time. For example, a transaction may be rejected or delayed if:

- The recipient account is invalid, closed, or blocked;
- Information regarding the recipient account is missing or incorrect;
- The payment is a duplicate;
- The payment exceeds the maximum limit on payment amounts;
- Additional information is needed to verify the validity of the transaction;
- There is a legal or regulatory compliance reason to decline a transaction; or
- Any other reason permitted or required by law or our internal policies.

The Service does not accommodate transactions scheduled for a later date, whether on a one-time or recurring basis.

**Payment Return Requests.** Although payments sent through the Service settle immediately, the sending party may request that the funds be returned. This may occur, for example, if the payment is sent in error to the wrong recipient. If such a request is made, we will contact you.

**Fees.** We may charge a fee for your use of the RTP Service. Any fees we charge will be disclosed in our separate fee schedule.

**Funds Availability.** After we accept a payment order listing you as the recipient, we immediately credit your account with the amount of the order. Funds transmitted through the Service are generally made available within a few seconds. However, delays may occur due to technical issues, maintenance periods, verification requirements, or for other reasons. For example, if we have reasonable cause to believe that you are not entitled or permitted to receive payment, we may request additional time to determine whether to accept a payment order on your behalf. Our agreement to make funds immediately available shall not create any rights that you or any party (other than a Federal Reserve Bank) may assert against us, or otherwise affect our liability to you or any other party (other than a Federal Reserve Bank) under UCC 4A or any other law.

**Security Procedures.** Because this Service is "Receive Only" at this time, we do not have any additional security procedures in place to receive transfers through the Service other than those security procedures already in place that are used by you to access your accounts. We reserve the right to add other security procedures as we deem necessary to address fraud, unauthorized transfers, or other compliance or legal issues.

**Unauthorized Transfers.** For more information regarding your rights and liabilities related to, as well as your responsibility to examine your statements and report, unauthorized transactions including unexpected deposit amounts, please refer to your Electronic Fund Transfers disclosure (for consumer accounts) and to the Statements section of the Terms and Conditions for your Account.

**Liability.** The Clearing House Payments Company, LLC, ("TCH") owns and operates the RTP Service. We make no guaranty, warranty, or representation of any kind, express or implied, with respect to the RTP Service as provided by TCH. Unless otherwise required by law, you agree to release and hold us harmless from any claim, liability, or damage, including any consequential, indirect, special, or incidental damages you may incur due to your use of the Service. Unless otherwise required by law, we are not responsible for any losses due to unauthorized orders or transactions involving your use of the Service.

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## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**Telephone Transfers - types of transfers and charges** - You may access your account by telephone at 800-588-4925 using your personal identification number, a touch tone phone, your account numbers and social security number, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings

- make payments from checking to loan accounts with us
- make payments from savings to loan accounts with us
- get information about:
  - the account balance of checking account(s)
  - recent deposits to checking accounts
  - recent withdrawals from checking accounts
  - the account balance of savings account(s)
  - recent deposits to savings accounts
  - recent withdrawals from savings accounts
  - account balance of CD and loan accounts

Telephone Transfer Fee of \$2.00 may be charged to your account when Customer Service is used for a transfer.

**ATM Transfers - Pulse and Plus networks - types of transfers, dollar limitations, and charges** - You may access your account(s) by ATM using your debit card and personal identification number, to:

- make deposits to checking account(s) with a debit card
- make deposits to savings account(s) with a debit card
- get cash withdrawals from checking account(s) with a debit card
  - you may withdraw no more than \$1,000.00 per day
  - there is a charge of \$1.50 per withdrawal at ATMs we do not own or operate
- get cash withdrawals from savings account(s) with a debit card
  - you may withdraw no more than \$1,000.00 per day
  - there is a charge of \$1.50 per withdrawal at ATMs we do not own or operate
- transfer funds from savings to checking account(s) with a debit card
- transfer funds from checking to savings account(s) with a debit card
- transfer funds from savings to savings account(s) with a debit card
- get information about:
  - the account balance of your checking account(s) with a debit card
    - there is a charge of \$1.50 per balance inquiry at ATMs we do not own or operate
  - the account balance of your savings account(s) with a debit card
    - there is a charge of \$1.50 per balance inquiry at ATMs we do not own or operate

Some of these services may not be available at all terminals.

**Types of Debit Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

A three day hold may be placed on debit card transaction delivered through a credit card vendor or Pulse network.

**Point-of-Sale Transactions - dollar limitations** - Using your card:

- you may not exceed \$1,000.00 in transactions per day

You may also access your account(s), by entering your card information into one or more mobile digital wallet applications we support, through an eligible web-enabled cell phone (or other device) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept wherever the mobile wallet is accepted.\*

The application(s) we support are: Apple Pay and Google Pay

\*See your agreement with the application provider for any additional transfer limitations the digital wallet provider may have.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to debit card transactions.

**Currency Conversion.** When you use your Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Debit Card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**Computer Transfers - types of transfers and frequency and dollar limitations** - You may access your account(s) by computer through the internet by logging onto our website at [www.ffin.com](http://www.ffin.com) and using your password, multifactor authentication, and user name, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from checking to an external account
  - you may make no more than 10 transfers per month
  - you may transfer no more than \$5,000.00 per month
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from savings to an external account
  - you may make no more than 10 transfers per month
  - you may transfer no more than \$5,000.00 per month
- make payments from checking to loan account(s) with us
- make payments from savings to loan account(s) with us
- get information about:
  - the account balance of checking account(s)
  - recent deposits to checking accounts
  - recent withdrawals from checking accounts

- the account balance of savings account(s)
- recent deposits to savings accounts
- recent withdrawals from savings accounts
- view recent account statements
- view images of recently paid checks
- account balance of CD and loan accounts

**Mobile Banking Transfers - types of transfers and frequency and dollar limitations** - You may access your account(s) by downloading our mobile banking app and using your password, multifactor authentication, and login ID, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from checking to an external account
  - you may make no more than 10 transfers per month
  - you may transfer no more than \$5,000.00 per month
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from savings to an external account
  - you may make no more than 10 transfers per month
  - you may transfer no more than \$5,000.00 per month
- make payments from checking to loan account(s) with us
- make payments from savings to loan account(s) with us
- get information about:
  - the account balance of checking account(s)
  - the last recent deposits to checking accounts
  - the last recent withdrawals from checking accounts
  - the account balance of savings account(s)
  - the last recent deposits to savings accounts
  - the last recent withdrawals from savings accounts
  - view recent account statements
  - view images of recently paid checks
  - account balance of CD and loan accounts
- make deposits to checking or savings accounts
  - Mobile deposit limits: \$1,000.00 per day and \$2,500.00 per month (new customers); \$2,500.00 per day and \$10,000.00 per month if in good standing for 60 days

Some services may not be available on all mobile devices.

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

**Zelle Transfers.** You may use Zelle to access your account(s) by logging into the application through mobile banking applications on Apple or Android to send Zelle payments person-to-person from checking or savings or request to receive Zelle payments person-to-person to checking or savings.

- Transactions are limited to those within the U.S. and with a person enrolled in the Zelle network.
- Payments are subject to transaction, daily, weekly, and monthly limits

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to computer transfers.

**Health Savings Accounts (HSA).** We permit some electronic fund transfers to and/or from your HSA. The electronic fund transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA – for example, depositing more than the allowable amount, or getting additional cash back on an HSA debit card transaction – can raise a variety of tax concerns. As a result, before electronically accessing any account you may have with us, it is a good practice to make sure you are using the correct access device (such as a card) or accessing the appropriate account for the transaction. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

**Limitations on frequency of transfers.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- For security reasons, there are other limits on the number of transfers you can make by debit card.
- For security reasons, there are other limits on the number of transfers you can make by computer.
- For security reasons, there are other limits on the number of transfers you can make by web-enabled mobile phone.

#### FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may 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 fund transfer).

#### DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 325-627-7200 or 855-660-5862 to find out whether or not the deposit has been made.
- **Periodic statements.**

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

You will get a quarterly account statement from us for your savings accounts, if the only possible electronic transfers to or from the account are preauthorized credits.

## PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:
  - Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
  - We will charge you \$35.00 for each stop-payment order you give.
- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

## CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

## UNAUTHORIZED TRANSFERS

### (a) Consumer liability.

• **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

• **Additional Limits on Liability for Debit Card.** Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Debit Card. In the event these additional limits do not apply (e.g., if you have been negligent or engaged in fraud) the liability limits of Regulation E (described above) apply. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

## ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) 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.
- (3) 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 determine whether an error occurred within 10 business days (5 business days for Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. 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 credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

FIRST FINANCIAL BANK  
400 PINE ST., P.O. BOX 701  
ABILENE, TX 79604

Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: 325-627-7200 or 855-660-5862

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

## NOTICE OF BASIC SAFETY PRECAUTIONS FOR ATM CARD AND NIGHT DEPOSIT FACILITY USERS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM), night deposit facility or using your ATM card to make purchases on the Internet. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.

2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always keep your ATM receipts secure. Don't leave them at the ATM or night deposit facility because they may contain important account information. Shred your ATM receipts once they are no longer needed.
3. Don't lend your ATM card to anyone.
4. Remember, do not leave your card at the ATM. Do not leave any financial documents at a night deposit facility or lying out unsecured.
5. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. If your card has an embedded chip, consider keeping the card in a safety envelope to avoid undetected and unauthorized scanning. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone or Internet. If your ATM card can be used to make purchases, only consider providing card information over the telephone or the Internet if it is to a trusted merchant and for a call or transaction initiated by you – and never provide the merchant with the PIN to your ATM card.
6. Protect against ATM and Internet fraud. Promptly compare your monthly account statements or the account histories that you receive against your ATM and other receipts. If you make a purchase on the Internet, end the transaction by logging out of the website instead of just closing the web browser.
7. Inspect an ATM before you use it. Look for possible tampering, or for the presence of an unauthorized attachment that could capture your PIN or other information from your card. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
8. Protect the security of your PIN. Ensure no one can observe you entering your PIN into the ATM. An example of preventing others from seeing you enter your PIN is by using your body or hand to shield their view.
9. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
10. When you make a transaction, remain aware of your surroundings and exercise caution when withdrawing funds. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
11. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
12. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, put your card away and leave. You might consider using another ATM or coming back later.
13. Don't display your cash; put it away as soon as the ATM transaction is completed and wait to count the cash until you are in the safety of a locked enclosure such as your car, home, or in another secure area.
14. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
15. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

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## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts, but not to savings deposits. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Savings accounts and money market deposit accounts are examples of savings deposits. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 8:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 8:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### LONGER DELAYS MAY APPLY

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Safeguard exceptions.** In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$6,725 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

### SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

# SUBSTITUTE CHECKS AND YOUR RIGHTS

## What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

## What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

## How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

First Financial Bank  
400 Pine St., P.O. Box 701  
Abilene, TX 79604  
(325) 627-7200

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

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## ARBITRATION AND CLASS ACTION WAIVER

("Arbitration Agreement")

**ARBITRATION - PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.**

**YOU AND WE EACH AGREE TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION. ANY ARBITRATION UNDER THIS PROVISION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND NON-INDIVIDUALIZED INJUNCTIVE RELIEF ARE NOT PERMITTED. BY AGREEING TO ARBITRATE, BOTH PARTIES ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR BEFORE A JUDGE.**

### How to Resolve A Formal Dispute

You and the Bank agree that we shall attempt to informally settle any and all disputes. Informal attempts to settle shall include an exchange of written briefs that describe the disputes, the factual and legal basis for all claims arising out of the disputes, and the damages supposedly incurred for each such claim. Within 30 days after the exchange of the briefs, the parties shall meet (in person or by Zoom or similar medium) to discuss the disputes and in good faith attempt to negotiate a resolution. If informal resolution is not possible, then you agree that any and all disputes that are threatened, made, filed or initiated after the effective date of your account Agreement ("Effective Date") even if the dispute arises out of, affects or relates to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for disputes ("Rules"), whether such disputes are in contract, tort, statute, or otherwise. You and the Bank each agree to waive the right to a jury trial or a trial before a judge in a public court. The only exception to this are claims that may be filed in small claims court. If your unresolved dispute is within the jurisdiction of small claims court, you should file your claim there. Nothing contained in this Arbitration Agreement shall prevent either you or the Bank from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.

### Disputes Subject to Arbitration

A "dispute" is an unresolved disagreement between you and us, including our agents, related to your account, including but not limited to any transactions, any related product or service, this agreement, any prior deposit account agreement with us, any disclosures or advertising regarding your account, and your relationship with us, regardless of the legal theory the disputes are based on or whether they arose in the past, may currently exist, or arise in the future. It includes any dispute relating to your use of any of our locations or facilities or any means you may use to access your account, such as an ATM or online banking. A dispute also includes any disagreement about whether this Arbitration Agreement is enforceable or valid, the meaning of this Arbitration Agreement, and whether a disagreement is a "dispute" subject to binding arbitration as provided for hereunder. A "dispute" does not include the collection by us of a credit obligation and this Arbitration Agreement does not limit our rights to exercise self-help remedies, including setoff or other offset, account holds or freezes or repossession.

If a third party is also involved in a dispute between you and us, then the third party's dispute will also be decided in arbitration, and the third party must be named as a party as required under the rules for the arbitration. The arbitrator will decide all issues, including the arbitrability of disputes or the scope, and enforceability of this agreement to arbitrate, the interpretation of the prohibition of class and representative actions and non-individualized relief; provided, however, the arbitrator shall not decide the enforceability of the Class Action Waiver provided below.

### Jurisdiction and Venue

The party that files for arbitration must file the complaint with the American Arbitration Association ("AAA") to arbitrate the dispute. If the AAA is unavailable to arbitrate a particular dispute, then the party may file the dispute with another arbitration administrator. The selected arbitration administrator will apply this Arbitration Agreement and its own code or procedures in effect at the time the dispute is filed. To the extent the administrator's code or procedures vary from this Arbitration Agreement, this Arbitration Agreement will control. The arbitration will be conducted before a single arbitrator with expertise in the substantive laws that apply to the subject matter of the dispute.

The arbitrator will apply applicable law, including but not limited to the Uniform Commercial Code adopted under the applicable law, consistent with the Federal Arbitration Act (Title 9 of the United States Code) ("FAA"); and shall not be entitled to make errors of law. You and we each agree that you are participating in transactions involving interstate commerce and that each arbitration is governed by the FAA. All statutes of limitations that exist in applicable law apply to any arbitration between you and us. The arbitrator has the power to award to a party any damages or other relief provided for under applicable law and will not have the power to award any relief to anyone who is not a party to the arbitration. The arbitrator's authority is limited solely to the dispute between you and us alone. The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is

commenced, but in no event shall it be conducted outside the State of Texas. In the event you reside outside of the State of Texas at the time the arbitration is commenced, arbitration shall be conducted within 50 miles of the Bank's headquarters at the time of arbitration. Any claims and defenses that can be asserted in court can be asserted in the arbitration.

With respect to all claims and disputes that are not submitted to arbitration pursuant to this Arbitration Agreement, you hereby waive the right to a trial by jury to the extent permitted by applicable law and consent to service of process, personal jurisdiction and venue exclusively in the courts of the State of Texas.

**Costs of Arbitration**

If you are the claimant in an arbitration proceeding against us, you will pay the initial filing fee up to \$500 or the cost to file in state district court in Texas, and we will pay the portion of the initial filing fees in excess of \$500 or the cost to file in state court, whichever is less. If there is a hearing, we will pay up to two days of arbitrator fees no matter which party files for arbitration. All other fees will be allocated in keeping with the rules of the arbitration administrator unless those rules are inconsistent with applicable law. If applicable law limits the amount of fees and expenses (including attorneys' fees) to be paid by you, then your portion of the expenses will not exceed that limit and we will pay any excess fees and expenses. However, you will be responsible for your own attorneys' fees. The arbitrator shall be entitled to award the prevailing party attorneys' fees and costs if such an award is provided for by law.

Any decision rendered in arbitration proceedings under this Arbitration Agreement will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed; provided, however, that either party may appeal to any Court with jurisdiction to the extent the arbitrator makes an error of law. Rules and forms may be obtained from, and disputes may be filed with AAA at 13727 Noel Road, Suite 700, Dallas, Texas 75240, website at [adr.org](http://adr.org).

In addition to the rights created by this Arbitration Agreement, you and we can each exercise any lawful rights or use other available remedies to do the following: (i) preserve or obtain possession of property; (ii) exercise self-help remedies including setoff and repossession rights; or (iii) obtain provisional or ancillary remedies such as injunctions, attachment, garnishment or court appointment of a receiver by a court having jurisdiction.

**Survival**

This Arbitration Agreement shall survive termination, amendment or expiration of your account or this agreement. This Arbitration Agreement constitutes the entire agreement between you and us and supersedes all prior arrangements and other communications concerning dispute resolution. If we assign your account to any unaffiliated third party, this Arbitration Agreement provision will apply to any dispute: (i) between you and that third party if you or that third party chooses arbitration; (ii) between you and us which occurred prior to such assignment; or (iii) that arises from such assignment.

**Class Action Waiver**

**ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. FURTHERMORE, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS PARTICIPANT IN A CLASS ACTION LAWSUIT. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND NON-INDIVIDUALIZED INJUNCTIVE RELIEF ARE NOT PERMITTED.**

**Severability**

In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

**FOR MORE DETAILS or if you have questions**, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at (800) 778-7879.

