



TERMS AND DISCLOSURES

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Welcome to BankDirect®! We appreciate your business and will work hard to earn your trust as your banking partner. Your Deposit Account is subject to the rules that protect both you and us. Please read this entire Agreement carefully so that you understand your rights and responsibilities which pertain to your Deposit Account relationship with us.

Contacting BankDirect®

You may contact us for any reason or in the event you need to notify us of a change that may impact your Account. You may choose one of these options to contact us:

- Call: 1.877.839.2737 (Client Support)
- Fax: 1.877.839.2738 (Client Support)
- Email: clientsupport@bankdirect.com
- Web: "Manage Your Account" at www.bankdirect.com
- Mail: BankDirect®, 2350 Lakeside Blvd., STE 800; Attn: Client Support; Richardson, TX 75082

Changing Your Address or Information

In the event you change your mailing address from what we have on file for you, or you change any information we have on file for you, we request that you notify us immediately. Please see the "Contacting BankDirect®" section of this Agreement for our contact information. Notwithstanding the foregoing, you acknowledge and agree that we may change your mailing address in our records if we receive an address change notice from the U.S. Postal Service or from another entity in the business of providing correct address information that the address we have on file for you no longer corresponds to the address on file with the U.S. Postal Service. Furthermore, you acknowledge and agree that we may send your Account statement and notices to the new address.

Traveling Abroad

In the event you plan to use your Visa® CheckCard or ATM card while traveling abroad, please read these precautions before you begin your trip:

- Notify us prior to your travel departure so that you will have immediate access to your funds while abroad
- Safeguard your card; keep your Visa® CheckCard or ATM card in a safe place at all times
- Protect your Personal Identification Number (PIN); do not write your PIN on your Visa® CheckCard or ATM card
- Know your daily cash withdrawal limit
- Minimize your transactions; fewer transactions will reduce your exposure to fraud and fees
- Retain your receipts so that you can reconcile your Account when your statement arrives

We work hard to protect your Account against fraudulent transactions. In the event we notice unusual card activity, you acknowledge and agree that we may temporarily freeze your Account until we are able to verify the transaction(s) in question with you. Please advise us of your travel plans so that you will have immediate access to your funds. To advise us of your travel plans or in the event you suspect unusual transactions on your Account, call us AT ONCE at 877.839.2737 (Client Support).

Reporting Lost or Stolen Card

If you believe that your ATM card and/or Visa® CheckCard has been lost or stolen, call us AT ONCE at 877.839.2737 (Client Support). Please see the "Provisioning for Error Resolution" section of this Agreement for details about your rights and responsibilities with regard to error resolution.

Obtaining Credit Information

We may make any inquiry that we consider appropriate to help us determine if we should open, maintain or close your Account. In the event we consider an inquiry appropriate, such inquiry may include verification of employment, previous banking relationships, credit reports or other reports from Account information services and credit reporting agencies. Without limiting the foregoing, you acknowledge and agree that we reserve the right to refuse to open an Account for you.

Notwithstanding, you acknowledge and agree that we may exchange or provide information about you, or which concerns your Account, with others, such as merchants and credit reporting agencies. In the event we request your credit report and you inquire about such event, we will provide you with the name, address, and telephone number of the reporting agency. Please see the "Financial Privacy Policy" section of this Agreement for information about our information sharing practices.

Defining Terms within Agreement

Certain wording will appear throughout this Agreement. For your convenience, the terms that follow are defined to assist you with your review of this Agreement.

Access Device: Represents any ATM card, debit card, Personal Identification Number (PIN), password, or code used to initiate an electronic transfer of funds.

Account: Represents any Deposit Account you open or maintain with us upon which you are an Authorized Signer or upon which you have a legal equitable interest.

Account Agreement: Represents all Consumer and Non-Consumer Deposit Accounts, products, services and disclosures identified within this Account Agreement ("Agreement") at BankDirect® a division of Texas Capital Bank.

ACH Entry: Represents an Automated Clearing House Item.

ACH Credit Entry: Represents an Automated Clearing House Item that results in a credit to your Account.

ACH Debit Block: Represents an automated process which rejects ACH Debit Entries that present against your Account.

ACH Debit Entry: Represents an Automated Clearing House Item that results in a debit to your Account.

Affiliate: Represents a company we own or control, a company that owns or controls us, or a company that is owned or controlled by the same company that owns or controls us. Ownership does not mean complete ownership, but means owning enough to have control.

ATM: Represents the acronym for automated teller machine.

Authorized Signer: Represents any person whose signature appears on the signature card covering an Account or whom you authorize with or without our knowledge to effect any transactions on your Account.

Automated Clearing House Item: Represents any Item that processes through the Automated Clearing House Network which is governed by the National Automated Clearing House Association (NACHA) and its Operating Rules.

BankDirect®, we, our, and us: Represents BankDirect®, A Division of Texas Capital Bank. Furthermore, you acknowledge and agree that the terms “we”, “our” and “us” are used throughout this Agreement without regard to case.

Bill Pay: Represents our secure system which allows you to initiate payments by way of the Internet to your Payees.

Business Day: Represents Monday through Friday, except for Federal holidays.

Cash: Represents money in the form of bills or coins.

Checks: Represents a Negotiable Instrument drawn against deposited funds, to pay a specified amount of money to a specific Payee upon demand.

Commercial Account: Represents any Deposit Account held by us which is established primarily for business use to conduct commerce. A Commercial Account is one and the same as a Non-Consumer Account.

Consumer: Represents an individual that maintains its Account primarily for personal use.

Consumer Account: Represents any Deposit Account held by us which is established primarily for personal, family, or household use.

Deposit Account: Represents any Deposit Account you open or maintain with us upon which you are an Authorized Signer or in which you have a legal equitable interest.

Electronic Funds Transfer: Represents any electronic transaction initiated by a Consumer using an Access Device for personal, family, or household purposes which is governed by Regulation E.

Funds Transfer: Represents all Wire Transfer requests, Automated Clearing House Items and all other internal and external transfer requests, which are subject to final collection or subsequent return.

Insufficient Funds: Represents an Item which presents against your Account for payment that is dishonored by us due to inadequate funds in your Account.

Item: Represents any Check or any debit Item that may be charged or otherwise paid against your Account, as well as any Check or any credit Item that may be deposited or otherwise credited to your Account.

Negotiable Instrument: Represents a transferable, signed document that promises to pay the Payee a sum of money at a future date or upon demand, such as a Check.

Non-Affiliated Third Party: Represents a company that is not affiliated with us.

Non-Consumer: Represents an entity that maintains its Account primarily for business purposes.

Non-Consumer Account: Represents any Deposit Account held by us which is established primarily for business use to conduct commerce. A Non-Consumer Account is one and the same as a Commercial Account.

Non-Public Personal Information: Represents information about you that we collect in connection with providing a financial product or service to you. Non-Public Personal Information does not include information that is available from public sources, such as telephone directories or government records.

Online Banking: Represents our secured system which allows you to perform banking activities by way of the Internet.

Party: Represents an individual or entity who/that has contractual rights to the Account.

Parties: Represents the depositor, the issuer of this account, and a person who, by the terms of the account, has a present right, subject to request, to payment from a multiple-party account.

Payee: Represents an entity, Consumer or Non-Consumer, who/that receives a payment by way of Check or electronic means, usually through an obligation of the Consumer or Non-Consumer who/that initiated the payment.

Periodic Statement: Represents a summary which lists the activity on your Account for a specified period of time.

Settlement Date: Represents the date on which an ACH Entry posts to your Account.

Substitute Check: Represents a legally reproduced paper replica of the original check that contains an image of the front and back of the original check.

Third Party: Represents an individual or entity other than the Deposit Account, BankDirect® and our Affiliates to which you may have an obligation or commitment.

Uncollected Funds: Represents a deposit by check which has not yet been collected by us. Items which present against Uncollected Funds may be returned by us as an Insufficient Funds Item.

Wire Transfer: Represents an electronic transfer of funds through the Federal Reserve Bank's, Fedwire. Although a Wire Transfer is an electronic payment, it does not process as an Automated Clearing House Item or an Electronic Funds Transfer Item.

You and your: Represents the person(s) and/or entity who/that established the Account with us or in whose name the Account was opened, together with any person who is an Authorized Signer. You acknowledge and agree that the terms "you" and "your" are applicable to joint owners, collectively and individually. Furthermore, you acknowledge and agree that the terms "you" and "your" are used throughout this Agreement without regard to case.

Concerning Use of Singular/Plural Phrases and Words

The captions used within this Agreement are for your convenience and reference purposes only and shall not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this Agreement shall be construed so that the singular includes the plural and the plural includes the singular.

Recording and Monitoring Phone Calls

We may record or monitor telephone calls between you and us. You acknowledge and agree that we are not required to inform you of our policy to record and monitor before each call unless required by law.

Securing Our Website

Our Website has security measures in place to protect against the loss, misuse and alteration of information under our control. Such security measures are accomplished with the implementation of multiple layers based on proven industry standards. Please go to www.bankdirect.com for information on our security measures.

In the event you have any questions as to the practices of, or your dealings with, our Website, you may inquire about such practices or dealings. Please see the "Contacting BankDirect®" section of this Agreement for our contact information.

Notifying Us of Your Opt Out Option

In the event you no longer wish to receive communication and/or a product or service from us, you may elect to opt out of the receipt of such communication and/or product or service. Please see the "Contacting BankDirect®" section of this Agreement for our contact information. We ask that you provide us with the details as to your wishes to opt out of communication and/or a product or service.

Account Agreement

This Agreement governs all Consumer and Non-Consumer Deposit Accounts identified within this Account Agreement ("Agreement") at BankDirect®. By signing an account or services application, signature card, or any other documents that we provide to you or your representative(s) or by opening and maintaining an Account with us, you and where applicable, your representative(s), accept and agree to be bound by the Terms and Conditions contained herein and to any subsequent amendments, changes, or modifications to these Terms and Conditions. Without limiting the foregoing, the date on which the Account is opened is the date the Account is established in our records. You expressly authorize us to use this date as the opening date of your Account.

Notwithstanding, if any provision of this Agreement is found to be unenforceable according to its Terms and Conditions, you acknowledge and agree that all remaining provisions continue in full force and effect. We may, at our sole discretion, consent to some variation from this Agreement, but such consent must be agreed upon by you and us in writing. The Rate Information Sheet, Account Information Brochure, applicable fee schedule and other disclosures, such as individual product and regulatory disclosures, are provided to you under separate cover.

No Oral Agreements

This agreement represents the final agreement between two parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no underwritten oral agreements between the parties.

Electronic Delivery of Documents and Agreements

You acknowledge and agree that an electronically signed and/or delivered bank document and/or agreement between the account holder and BankDirect® shall be deemed as effective as a manually executed and delivered original, and any electronically signed and/or delivered document or agreement shall be treated as an original for all purposes.

Concerning Your Liability

You acknowledge and agree that we may deduct applicable fees and charges directly from your Account balance as accrued. Furthermore, you acknowledge and agree to pay reasonable charges for additional services you request that are not covered by this Agreement. In the event the Account is a multiple Party Account, each of you acknowledges and agrees to be jointly and severally liable for any Account shortage whether caused by you or another with access to the Account.

Without limiting the foregoing, if the Account is for business purposes and you fail to execute the signature card in a representative capacity, you expressly acknowledge and agree to be individually liable for any debts or obligations incurred on the Account. Such liability is due immediately, and can be deducted directly from your Account balance whenever sufficient funds are available. You have no right to defer payment of such liability, and you are liable regardless of whether you signed the Negotiable Instrument, or benefited from the payment or overdraft, causing the shortage.

Furthermore, you acknowledge and agree that such liability extends to our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

Affirming Our Right to Close Your Account

We reserve the right to close your Account at any time, including when your Account is inactive or indirect as permitted by applicable law. Notice from us to any person signing the signature card, or any person as otherwise authorized, is considered notice to each of you. Notwithstanding, if we close your Account, we may, but are not required to, provide advance notice in writing of our intention to close your Account. In the event we close your Account, we will tender the Account balance, if any, to you by mail or in person.

Affirming Our Right to Amend Agreement

This Agreement or any section within this Agreement may be changed or deleted without notice to you to the extent necessary to comply with any law of the State of Texas or any rule or regulation of the Federal Government. Notwithstanding, we reserve the right to add new Terms and Conditions and to modify, delete or amend existing Terms and Conditions. Under such circumstances, we will provide you with 30 days notice of such addition, modification, deletion, or amendment to this Agreement in writing or by any other method permitted by law. Such notice shall be mailed to you at the address we have on file for you. Nonetheless, if any change is deemed not adverse to you, we may make the change at any time without advance notice. You and your representative(s) agree to be bound by the Terms and Conditions.

Concerning Fees and Service Charges

You acknowledge and agree to pay the monthly service fee, transaction fees, fees or interest for Insufficient Funds (overdraft fees are assessed only on overdraft Check Items, not on Electronic Funds Transfer Items), imposed on your Account. In the event that your Account does not have sufficient funds to cover applicable fees or service charges, you acknowledge and agree that we may bill you separately. Such obligation extends to each and every one of you whether or not you caused or benefited from the overdraft. Notwithstanding, additional liability by you includes, but is not limited to, costs we incur to collect the deficit, including, to the extent permitted by law, our reasonable attorneys' fees.

Concerning Grandfathered Accounts

From time to time, we may elect to discontinue offering a product or service to new customers. Under such circumstances, you acknowledge and agree that we may continue to offer such product or service to our current customer base, at our discretion. Furthermore, you acknowledge and agree that we reserve the right to modify the features of any grandfathered product or service, including, but not limited to, applicable service charges and fees.

Selecting Account and Ownership

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. If you have questions about the type of ownership your Account should have, please consult with your accountant or attorney. The type of Account selected by you and designated on the Uniform Account Selection form establishes the type of ownership of the respective Account in accordance with the Texas Estate Code. The Account types that follow are available for your selection.

Single-Party without Payable on Death: The Party to the Account owns the Account. Upon the death of the Party, ownership of the Account passes as part of the Party's estate under the Party's will or by intestacy.

Single-Party with Payable on Death: The Party to the Account owns the Account. Upon the death of the Party, ownership of the Account passes to the payable on death beneficiaries of the Account. The Account is not part of the Party's estate.

Multiple-Party 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. Upon the death of a Party, the Party's ownership of the Account passes as part of the Party's estate under the Party's will or by intestacy.

Multiple-Party 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. Upon the death of a Party, the Party's ownership of the Account passes to the surviving Parties.

Multiple-Party with Right of Survivorship and Payable on Death: 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. Upon the death of the last surviving Party, the ownership of the Account passes to the payable on death 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 (and has no beneficial interest in) the Account. Upon the death of the last surviving Party, ownership of the Account passes as 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. Upon the death of the last surviving trustee, the ownership of the Account passes to the beneficiary. The Trust Account is not part of a trustee's estate and does not pass under the trustee's will or by intestacy, unless the trustee survives all beneficiaries and all other trustees.

Provisioning for Commercial and Non-Consumer Accounts

When the legal entity opening an Account is a corporation, unincorporated association, trust, partnership or sole proprietorship, each person signing the signature card or other Account documents represents, warrants and agrees that (1) such person is fully authorized to execute the signature card and all other Account documents in the capacity stated therein; (2) such person has furnished all documents necessary to evidence such authority; and (3) the governing body of the legal entity will furnish any other documents in such a form as we may request from time to time. We will honor such authorization until we actually receive written notice of a change from the governing body of the legal entity. Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise required by law or our written agreement with you.

We are not required to recognize any resolution that is not provided on our forms or forms acceptable to us. When the legal entity is a corporation, partnership or trust, we may rely on and act upon such resolutions, partnership agreement, trust agreement, trust instruments or other documents we receive and recognize which evidence the authority granted by the governing body of the legal entity. The governing body of the legal entity agrees to promptly notify us in writing of any change in authority granted by such documents and the written notice shall become effective upon actual receipt by us. We will not be liable to the legal entity for losses if it fails to notify us of any change in authority.

Without limiting the foregoing, in accordance with Chapter 277 of the Texas Finance Code, if the legal entity is a corporation, unincorporated association, trust, partnership or sole proprietorship, the governing body of the legal entity agrees to notify us at least annually of changes involving the corporation, unincorporated association, trust, partnership or sole proprietorship including, but not limited to, business name, physical address of business, changes in ownership or control and modification of information filed with the county clerk or the Secretary of State.

Provisioning for Related Entities

When the legal entity is a corporation, unincorporated association, trust, partnership, sole proprietorship or any other entity, the governing body of the legal entity acknowledges and agrees that it is responsible for, and will pay for, any of these fees or charges, where applicable:

- Fees or charges agreed upon in any Account Agreement
- Charges by us in accordance with our standard practices and procedures
- Charges which result from any services requested by the governing body of the legal entity
- Charges which result from any Account deficit, such as overdrafts or Account activity

The foregoing is referred to herein as the "Obligations". The governing body of the legal entity acknowledges and agrees that it is liable for the Obligations with respect to any Account with us opened by the governing body of the legal entity or by any affiliated person or entity controlling, controlled by or under common control of the governing body of the legal entity, including, but not limited to, these entities: Parents, Subsidiaries, Partnerships, Joint Ventures, Brothers/Sisters, Shareholders, Partners, Ventures, Officers, Directors, Agents and Authorized Representatives.

Furthermore, and without limitation, such liability specifically includes management and fiduciary Accounts established by the governing body of the legal entity or any affiliated person or entity with funds held for or beneficially owned by a Third Party. The governing body of the legal entity acknowledges and agrees that the Obligations may be deducted by us from any Account of the legal entity or an affiliated entity as defined herein, at our discretion.

Concerning Taxpayer Identification Numbers

As a provision of opening any Account with us, we require you to provide us with your Taxpayer Identification Number (Social Security Number or Employer Identification Number). Furthermore, your Taxpayer Identification Number must be certified as required by Federal law and regulation. In the event your Taxpayer Identification Number is not certified, but you certify to us that you are applying to the Social Security Administration (for a Social Security Number) or to the Internal Revenue Service (for an Employer Identification Number), we may, at our discretion, permit the opening of the Account if you provide us with proper documentation of such application.

In the event we do not receive your Social Security Number or Employer Identification Number, we will begin withholding funds from your interest payments to satisfy your tax liability as required by Federal law and regulation. Alternatively, at our complete discretion, we may elect to close your Account if the appropriate Taxpayer Identification Number has not been received by and certified to us within 30 calendar days from the date your Account is opened. The provisions of this paragraph shall not be applicable to certain foreign persons who certify their foreign status and provide satisfactory documentation to us as required by Federal law and regulation.

We comply with the Foreign Account Tax Compliance Act (FATCA) as mandated by U.S. Federal Tax Law. U.S. Citizens and Resident Aliens are required to certify their Taxpayer Identification Number by signing the Substitute W-9 section of the Deposit Agreement at the time of account opening. Non-U.S. Citizens and Non-Resident Aliens are required to certify their foreign status by submitting a W8-BEN. Upon our validation of the document, you may be required to provide additional documentation to certify your status. If the documentation requirements are not met, we will withhold on certain payments when required by law. For more information or to determine how this information applies to you, consult your U.S. tax advisor.

Understanding the Role of Sub-Accounts

For regulatory accounting purposes, all checking Accounts consist of two sub-accounts: a transaction sub-account to which all financial transactions are posted and a holding sub-account to which available balances above a preset level are transferred daily. If your Account is an interest-bearing checking Account, it will consist of a transaction sub-account and a savings sub-account. If your Account is a non-interest-bearing Account, it will consist of a transaction sub-account and a holding sub-account.

From time to time, we will review the activity in your checking Account to determine the amount generally needed to pay Checks, Items or other debits payable from your Account. This amount is referred to as the "threshold balance." We will credit funds in your Account up to the threshold balance to the transaction sub-account and will periodically transfer funds in excess of the threshold balance to the savings sub-account or holding sub-account, as applicable. All debit Items are paid from the transaction subaccount. All credit Items are credited to the savings sub-account or holding sub-account, as applicable, depending on the threshold balance in the transaction sub-account.

From time to time, we will transfer the balances between the two sub-accounts to make the funds in your Account available in the checking sub-account to pay Checks, Items or other debits payable from your Account. Because the savings or holding sub-account is used for internal purposes only, you do not have access to the respective sub-account. Notwithstanding, the signature card you signed at the opening of the checking Account extends to the applicable sub-account. No more than six (6) transfers between subaccounts will be made within the same month. In the event a sixth transfer is made, all funds in the savings sub-account or holding sub-account, as applicable, will be transferred to the transaction sub-account for the remainder of the month.

The interest rate and the Annual Percentage Yield (APY) on an interest-bearing checking Account apply to the combined balance of both sub-accounts, and a single interest rate and APY will appear on your periodic statement. Furthermore, both subaccounts (transaction and savings) earn interest at the same interest rate and APY. Neither sub-accounts (transaction and holding) for a non-interest-bearing checking Account earn interest or APY. Instead, the balances of both sub-accounts are combined to determine whether a monthly maintenance fee or transaction fees apply. Please refer to the Truth in Savings Disclosure to review information about the interest rate and APY. The Truth in Savings Disclosure is provided to you under separate cover.

Protecting Your Account

Your role is extremely important in the prevention of unauthorized activity on your Account. In the event you discover that your Account records disagree with ours, please contact us AT ONCE at 877.839.2737 (Client Support). In the event you fail to notify us in a timely and expeditious manner, you acknowledge and agree that your rights may be limited.

Notwithstanding the foregoing, you acknowledge that the risk of fraudulent Check transactions is significant. We offer various products and services designed to minimize this risk. To learn more about these products and services, you may contact us for details, including qualification requirements.

We strongly recommend that you do not conduct transactions with us while using your mobile (cellular) or cordless phone. In doing so, confidential information can be intercepted by fraudsters over the airwaves without your authorization or knowledge. Notwithstanding, we strongly recommend that you pay careful attention to the individual/entity to whom/which you provide your Account information in an effort to help minimize fraudulent activity on your Account.

Transferring Your Account

You acknowledge and agree that your Account may not be transferred or assigned without our prior written consent. Furthermore, you acknowledge and agree that you may not pledge your Account as collateral to secure any indebtedness without our prior written consent.

Protecting Yourself against Identity Theft

We are committed to protecting your confidential information, but you can help by proactively protecting yourself against identity theft. Identity theft and account fraud are crimes committed when someone steals your personal information and uses that information to take funds from your Account or to accrue debt in your name. Please go to www.BankDirect.com for more information on how to better protect yourself against identity theft.

Notifying Us of Death or Incompetence

You acknowledge and agree to notify us promptly if any person signing the signature card, or any other documents that we provide to you or your representative(s), passes away or is declared incompetent by a court. We may place a hold on your Account and refuse to accept deposits or permit withdrawals under such circumstances. Furthermore, we may hold any funds in your Account until we verify the identity of the successor. To notify us of a death or incompetence, please see the "Contacting BankDirect®" section of this Agreement.

Your Right to File a Complaint

BankDirect®, a division of Texas Capital Bank, is a national banking association chartered by the Office of the Comptroller of the Currency (OCC) and regulated by this office and the Consumer Financial Protection Bureau (CFPB). Any customer wishing to file a complaint against us should contact the OCC or CFPB as follows:

Office of the Ombudsman
Customer Assistance Group
1301 McKinney Street, Suite 3450
Houston, TX 77010-9050
<http://www.occ.treas.gov/>
Phone: 800.613.6743
Fax: 713.336.4301

Consumer Financial Protection Bureau
P.O. Box 4503
Iowa City, IA 52244
<http://www.consumerfinance.gov/>
Phone: 855.411.CFPB (2372)
TTY/TDD: 855.729.CFPB (2372)
Fax: 855.237.2392

FACTS **WHAT DOES BANKDIRECT, A DIVISION OF TEXAS CAPITAL BANK, N.A. DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ● Social Security number ● Account balances ● Transaction history ● Overdraft history ● Checking account information ● Wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons BankDirect, A Division of Texas Capital Bank, N.A. chooses to share, and whether you can limit this sharing.	
Reasons we can share your personal information	Does BankDirect, A Division of Texas Capital Bank, N.A. share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes - information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Call toll-free 877-839-2737 or go to www.bankdirect.com	

What We Do	
How does BankDirect, A Division of Texas Capital Bank, N.A. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does BankDirect, A Division of Texas Capital Bank, N.A. collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> ● Open an account ● Deposit money ● Pay your bills ● Use your credit or debit card ● Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> ● Sharing for affiliates' everyday business purposes – information about your creditworthiness ● Affiliates from using your information to market to you ● Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> ● <i>BankDirect, A Division of Texas Capital Bank, N.A. does not share with our affiliates.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> ● <i>BankDirect, A Division of Texas Capital Bank, N.A. does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ● <i>Our joint marketing partners include credit card and investment services companies.</i>

Understanding the Terms and Conditions of your Account (these “Terms and Conditions”) as well as the Federal laws and regulations that outline your rights and responsibilities as a Consumer and Non-Consumer (Commercial Account) will help you protect your financial assets. The subject matter that follows provides guidance as to your rights and responsibilities of managing your Account with us.

Governing Laws, Rules and Regulations

The body of state and Federal law that governs our relationship with you is too large and complex to be reproduced here. The purpose of this document is to

- Summarize some laws, rules, and regulations that apply to common transactions
- Establish rules to cover transactions or events which the law does not regulate
- Establish rules for certain transactions or events which the law regulates but permits variation by agreement

Your Account is governed by Federal law and regulation and by the State of Texas (to the extent that such state law has not been preempted by Federal law). All Items of deposit and collection that concern your Account are subject to applicable Federal law and regulation and the Automated Clearing House (“ACH”). Notwithstanding any other provision herein, this Agreement and any section within this Agreement may be changed or terminated without notice to you to the extent necessary to comply with any law of the State of Texas or Federal Government, and any rule of the ACH.

Furthermore, you acknowledge and agree that the Rate Information Sheet, Account Information Brochure, applicable fee schedule and other disclosures, such as individual product and regulatory disclosures, may modify this Agreement.

Concerning Your Deposits

All Checks, drafts, Substitute Checks and other Negotiable Instruments (collectively herein “Checks”) deposited to your Account are subject to final collection or subsequent return. Similarly, all Wire Transfer requests, ACH Items, and all other internal and external transfer requests (collectively herein “Funds Transfers”) are subject to final collection or subsequent return. As used throughout this Agreement, “Checks” and “Funds Transfers” are collectively referred to herein as “Items.”

We may charge your Account or any Account you have with us if we are informed that an Item is being returned, or has been returned, to us as unpaid without regard to the return being timely. This right shall extend to Checks drawn on other Accounts with us (“on-us” Checks) that are dishonored by us without regard to the dishonor being timely. No Item within a deposit shall be deemed finally paid because a portion thereof is withdrawn as cash.

Without limiting the foregoing, any Item deposited to your Account or cashed that is finally paid and subsequently returned because a claim is made that the Item was altered, forged, unauthorized, missing signature or should not have been paid for any reason, we may charge your Account or any Account you have with us in the amount of the respective Item. In lieu of charging your Account, we may withhold an amount equal to the respective Item until final determination of such claim has been validated and resolved.

When an Item is returned to us as unpaid, it may create an overdraft of your Account. You acknowledge and agree to pay the amount of the overdraft and any overdraft fees immediately upon demand. Overdraft fees are assessed only on overdraft Check Items, not on Electronic Funds Transfer Items. At our discretion, and without notice to you, we may resubmit any returned Item for payment as permitted by Federal law and regulation.

We may return or refuse to accept, except for collection only, all or any part of an Item for deposit to your Account at any time and will not be liable to you for doing so even if such action causes outstanding Items to be returned or dishonored. Checks refused for deposit will be returned to you.

We shall not be responsible for deposits sent by mail, courier or placed in the outside depository until we have either received actual delivery from the U.S. Postal Service, courier or have removed the deposits from the outside depository. In the event you place your deposits in the outside depository, you acknowledge and agree to exercise ordinary care in opening, closing and properly securing the depository. Deposits that are received after our current Business Day’s cut-off time, weekend, or Federal holiday will be treated as received on the next available Business Day and subject to the Funds Availability Policy. Please see the “Funds Availability Policy” section of this Agreement for details on deposit availability.

You acknowledge and agree to prepare your deposit in accordance with our instructions, which may include the use of an approved deposit bag or envelope and deposit ticket. Deposits placed in the outside depository are subject to final verification and upon review, may require an adjustment to your Account due to an error, including, but not limited to, an error that appears on your deposit ticket. You acknowledge and agree that we may adjust the balance in your Account due to any error as a result of your deposit.

We may not accept Checks for deposit drawn on a non U.S. bank or Checks payable in foreign currency except on a collection only basis even though we take possession of the physical Check(s) at the time of deposit or final verification. Actual credit for Checks payable in foreign currency will be at the exchange rate in effect on the date of final collection in U.S. dollars. The “Funds Availability Policy” of this Agreement does not apply to Checks that are payable in foreign currency.

You shall not deposit any Substitute Check (also Image Replacement Document or IRD), other than those that are re-deposited for return purposes, unless we specifically agree to accept such deposit. In the event we accept any Substitute Check for deposit, you agree that such acceptance shall not be deemed to be our agreement to accept any other Substitute Check for deposit. Furthermore, you agree to reimburse us for losses, costs and expenses we sustain associated with warranty or indemnity claims in connection with your deposit of a Substitute Check, or in connection with an electronic representation you provide to us, including, but not limited to, the Substitute Check does not meet applicable standards or causes duplicate payments. Please see the “Substitute Checks and Your Rights” section of this Agreement for details about your rights with regard to Substitute Checks.

Deposit Corrections

When we accept your deposits, we may provisionally credit your account for the amount declared on the deposit slip, subject to later verification by us. You must ensure that the amount declared on the deposit slip is correct even if you did not prepare the deposit slip. If later we determine that the amounts declared on the deposit slip are incorrect, we may adjust (debit or credit) your account. We report adjustments on your account statement. However, if the

error in completing the deposit slip was inadvertent and is less than our standard adjustment amount, we will not adjust the deposit unless you notify us of the error within one year of the date of your periodic statement that shows the deposit. After this notice period has passed without your bringing an error to our attention, the deposit amount indicated on the statement will be considered finally settled. This is, if the actual amount deposited was less than the amount declared on the deposit slip, the difference will become your property and if the actual amount deposited was more than the amount declared on the deposit slip, the difference will become our property. We may change our standard adjustment amount from time to time without notice to you. For more information or questions about the standard adjustment amount, please contact Client Support at 1.877.839.2265.

Concerning Order of Payments

At our discretion, we may pay Checks and other Items drawn against your Account in any order. You acknowledge and agree that we may do so even though such an event (1) prevents payment of other Checks or Items that would have otherwise been paid had we chosen a different order; (2) prevents payment of fewer Checks or Items; or (3) results in the imposition of additional fees. Generally, our policy is to pay Checks or Items presented for payment on your Account according to the transaction type (such as Checks, ACH and ATM) and dollar amount, with Checks or Items of greater dollar amount paid first. You acknowledge and agree that we may change the order in which we pay Checks or Items presented for payment on your Account without prior notice to you. We encourage you to maintain careful records and to practice sound account management to reduce possible fees, which may result from overdraft situations for check transactions. Overdraft fees are assessed only on overdraft Check Items, not on Electronic Funds Transfer Items.

Endorsing Your Checks

You acknowledge and agree to endorse all Checks deposited to your Account in accordance to Federal law and regulation. Furthermore, you acknowledge and agree that each person signing the signature card is authorized, or any person as otherwise authorized, to endorse any Negotiable Instrument payable to you, or your order, for deposit to your Account. Such authorization remains in place until we actually receive written notice of a change from you. In the event the Account is for business purposes (Commercial Account), we will honor such authorization until we actually receive written notice of a change from the governing body of the legal entity. Notwithstanding, anyone can make a deposit to your Account. You acknowledge and agree that we have no obligation to question the authority of anyone making a deposit to your Account.

Proper endorsement standards specify that you endorse each Check in the area that extends 1 1/2 inches from the trailing edge on the back of the Check. The trailing edge is the left side of the Check when you look at it from the front side. If your endorsement obscures any area outside of the 1 1/2 inches reserved for your endorsement or if your endorsement is illegible or incomplete, we may, at our option, accept such nonconforming endorsement and you agree to hold us harmless from any claim, loss, delay, liability, or damage which may arise as a result. Without limiting the foregoing, this provision shall extend to imprinting information on the back of your Check(s).

In the event you deposit a Check that lacks endorsement, you acknowledge and agree that we may deem the Check as endorsed or may endorse the Check on your behalf. With respect to such deposit, our rights and your liabilities shall be determined as though you actually endorsed and deposited the Check. Notwithstanding, if you deposit a Check that is later returned to us because a claim has been made that the endorsement is either incomplete or is not authentic, we may withhold the amount of such Check from your Account until either the claim is withdrawn or the Check is finally paid.

Paying Stale and Post-Dated Checks

We are not required to pay any Check which presents against your Account for payment more than six (6) months after its written date. Nonetheless, we may pay such Check if we do so in good faith. You acknowledge and agree that we are acting in good faith provided there is not a stop payment order in effect when we pay such Check. Notwithstanding, you acknowledge and agree that we may honor a post-dated Check which presents against your Account for payment prior to its written date unless YOU give notice to the bank of the postdating describing the check with reasonable certainty. The notice is effective for (6) months and must be received at such time and in such manner as to afford the bank a reasonable opportunity to place a stop payment on the check. If notice is not received, we will charge the amount of such Check against your Account. Without limiting the foregoing, you acknowledge and agree that you may request a stop payment order on a post-dated Check provided we have not accepted, certified, made final payment on or otherwise become accountable for such Check. Please see the "Requesting Stop Payment Orders: Checks" section of this Agreement for further details on requesting a stop payment order.

Concerning Restrictive Legends

We are not liable to you for any claims, costs, losses or damages which result from the placement of restrictive legends on your Checks unless you and we have otherwise agreed in writing to such restriction. Without limitation, examples of restrictive legends include "Not valid after 90 days," "Not valid over \$1,000.00" and "Two Signatures Required."

Selecting Check Stock and Ink

Checks you write may be converted into electronic images (truncated) during the Check collection and return process. You acknowledge and agree to bear the risk of loss in the event you elect to have Checks printed by a vendor that has not been approved by us, use Check stock or features (such as security features) that cause critical data to disappear or to become obscured upon truncation, or make Checks out in a way (such as use of a light colored ink) that causes critical data to disappear upon truncation. Furthermore, you acknowledge and agree to bear the risk of loss in the event you use Check stock that contains printing inaccuracies, faulty magnetic ink, faulty encoding, or duplicate serial numbers. We strongly suggest that you do not pre-print your driver's license number, Social Security Number, or Taxpayer Identification Number on your Checks for security purposes.

Converting Checks to Electronic Items

Checks that do not contain a value in the on-us auxiliary field of the MICR line may be converted to an ACH Debit Entry by a merchant, in which case such entry will be collected electronically and charged against your Account much more quickly than if processed as a Check through Check processing channels. This means that you (1) have a reduced right to stop payment; (2) must ensure that your Account has sufficient funds to cover the ACH Debit Entry processed through the ACH network; and (3) will not receive the cancelled Check(s) with your Periodic Statement. When a Check which qualifies for Check conversion to an ACH Debit Entry is presented for payment by way of:

- Point of Purchase: the merchant is required to provide notice of possible check conversion prior to receipt of each check. Usually such notice is posted at the point-of-purchase. The merchant is required to return the Check to you as voided after the transaction is complete. You should treat the voided Check with care to reduce the risk of someone obtaining the voided Check and initiating additional debit transactions against your Account.

- Mail via Lockbox: the merchant is required to provide notice of possible check conversion prior to the receipt of each check. Usually such notice is included with your billing statement. The merchant is required to have procedures in place for the destruction of the original Check.
- Back Office: the merchant is required to provide notice of possible check conversion prior to the receipt of each check. Usually such notice is posted at the point-of-purchase. The merchant is required to have procedures in place for the destruction of the original Check.
- In all cases, a Check which qualifies for Check conversion into an ACH Debit Entry (Point of Purchase, Lockbox, or Back Office) will have a description of the debit transaction on your Periodic Statement you receive from us.

Requesting Telephone Transfers

You acknowledge and agree that funds in any of your Accounts with us can be transferred, if arranged for or permitted, by telephone upon the request of any person signing the signature card, or any person as otherwise authorized, to another Account you have with us. We shall not be held responsible for any loss you incur as a result of our acceptance and execution of such request, order or instruction by telephone we believe to be genuine.

Notwithstanding, we may refuse to accept and/or execute any request, order or instruction we receive by telephone. Please see the "Restricting Withdrawals and Transfers" section of this Agreement for details about transfer request limitations. Other transfer restrictions may be described and provided under separate cover. For details on withdrawal and transfer guidelines, please see the "Requesting Withdrawals and Transfers" section of this Agreement.

Requesting Withdrawals and Transfers

You acknowledge and agree that we may debit your Account for any withdrawal or transfer that you make, or authorize another to make, in accordance with the provisions of your Account. Unless otherwise indicated on your Account records clearly and conspicuously, each person signing the signature card, or any person as otherwise authorized, may withdraw or transfer all or any part of the Account balance.

As a condition of withdrawal, we may, at our discretion, require you to provide us with your signature on certain withdrawal documents signed in the presence of our personnel, or require other identification or information acceptable to us. You acknowledge and agree that we may refuse any withdrawal or transfer request which is provided on forms not approved by us, received by any method we do not specifically permit, received in excess of the number of withdrawals or transfers permitted, or received for an amount greater than, or less than, any withdrawal or transfer limitation. In the event we honor such nonconforming request, we may treat continued abuse of the stated limitations herein, if any, as your act of closing the Account.

Without limiting the foregoing, the date that the withdrawal or transfer request is completed by us is the date to which the frequency limitation is applied (as opposed to the date you initiate it). Notwithstanding, you acknowledge and agree that in the event we honor a withdrawal or transfer request which overdraws the available balance in your Account does not obligate us to do so in the future. Please see the "Funds Availability Policy" document for details on the availability of funds for deposits you make by Cash or Check. For deposits other than Cash or Check, you may ask us at the time of deposit when funds will become available for withdrawal or transfer.

Restricting Withdrawals and Transfers

Federal law and regulation impose restrictions on the number of withdrawal and transfer requests allowed in any given month from a savings and/or money market account (non- transaction accounts); thus, we are required to monitor your savings and/or money market Account each month for withdrawal and transfer activity. You acknowledge and agree that during any calendar month, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer, telephone order or instruction, computer transfer, check, draft, debit card or similar order to a third party. We consider the transaction on the date the Item clears from your Account. This date may be different from the date on which you wrote the Check or the date on which you initiated the Item. You acknowledge and agree that we may close your Account, or convert your Account to an account type not subject to such withdrawal and/or transfer restrictions, in the event you frequently exceed the number of withdrawals or transfers stated herein as required by Federal law and regulation.

Requesting Notice of Withdrawal

We reserve the right under Federal law and regulation to require seven (7) days prior written notice from you of your intent to withdraw funds from a Savings or Money Market Account.

Provisioning for Multiple Signatures

You acknowledge and agree that we may act upon any oral or written instruction by any person who signed the signature card, or any person as otherwise authorized, to transfer funds between your Accounts, to transfer your Account to another banking center and/or to take other actions. Under certain circumstances, we may require written authorization.

Notwithstanding, you acknowledge and agree that we do not offer an account on which two or more signatures are required for withdrawal. In the event you indicate on your Checks, signature card or other document that more than one signature is required for withdrawal, you acknowledge and agree that such indication is for your internal purposes only and is not binding to us. Without limiting the foregoing, you acknowledge and agree that we are not liable to you when we honor a Check, Item, or other instruction which presents against your Account that is signed, or approved, by any person who signed the signature card, or any person as otherwise authorized.

Provisioning for Returned Deposits: Checks

In the event you deposit a Check to your Account that is later returned to us by the collecting bank, or we receive a notice in lieu of the return or a notice of the intent to return, we may accept the return, or the notice of return. Under such circumstances, you acknowledge and agree that we may debit your Account in the amount of the returned Check and any applicable fees without prior notice to you and without regard to the Check being returned to us in a timely manner by the returning bank.

Without limiting the foregoing, in the event you deposit a Check to your Account that has been previously paid by the paying bank but is later returned to us with the claim that the Check had been altered, forged, or unauthorized or should not have been paid for any reason, at our discretion and without prior notice to you, we may debit your Account in the amount of the respective Check and any applicable fees, or we may withhold an amount equal to the respective Check, until the claim is withdrawn or the Check is finally paid.

The foregoing provision shall extend to a Check that is later returned to us because a claim has been made that the endorsement was either incomplete or not authentic. For information on return provisions for ACH Items, please see the "Returning Unauthorized ACH Entries: Commercial" and "Returning Revoked/Unauthorized ACH Entries: Consumer" sections of this Agreement, as applicable.

Provisioning for Insufficient Funds

When funds in your Account are not adequate to pay a Check or other Item presented for payment, we consider the Check or other Item an Insufficient Funds Item. Insufficient Funds Items include all order and instructions for the payment, transfer, or withdrawal of funds from your Account. Examples of Insufficient Funds Items include, but are not limited to, Checks, demand drafts, images, Substitute Checks, Electronic Funds Transfer Items (ACH and ATM) as well as Items that present against Uncollected Funds. Whether we return or pay an Insufficient Funds Item depends on a number of factors, including the amount of the Item and past activity on your Account.

You acknowledge and agree that we have no obligation to honor any Item, withdrawal or transfer request unless it is drawn, or requested against, collected funds credited to your Account at the opening of business on the Business Day the Item, withdrawal or transfer request is presented and/or received. We may, at our discretion, make a decision to honor an Item, withdrawal or transfer request that is not drawn, or requested against, collected funds in your Account. Under such circumstances, you acknowledge and agree that we are under no obligation to honor such event in the future.

Notwithstanding, we may, at our discretion, make a decision to honor an Item, withdrawal or transfer request that results in an overdraft to your Account. Under such circumstances, you acknowledge and agree to immediately pay the amount of the overdraft, applicable fees (overdraft fees are assessed only on overdraft Check Items, not on Electronic Funds Transfer Items) whether or not you signed and/or initiated the Item, withdrawal or transfer request causing the overdraft. You acknowledge and agree we may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. Furthermore, you acknowledge and agree to pay all costs and expenses we incur in the collection of any overdraft on your Account, including our reasonable attorneys' fees, where permitted by law.

Requesting Stop Payment Orders: Checks

You may request a stop payment order on a Check drawn against your Account if we have not accepted, certified, made final payment on or otherwise become accountable for the Check. Furthermore, you acknowledge and agree that each person signing the signature card is authorized, or any person as otherwise authorized, to request a stop payment order on any Check drawn against your Account. Stop payment orders may be requested electronically through our Online Banking service, initiated by way of telephone, secured email, facsimile or in person at one of our banking centers. Please see the "Contacting BankDirect®" section of the *Welcome to BankDirect®* document for contact information.

You acknowledge and agree that we will not be liable for the nonpayment of any Check on which you have requested a stop payment order. Furthermore, in the event your stop payment order is successful, you may still be liable to the Payee or Third Party in the amount of the respective Check. You acknowledge and agree to indemnify us and reimburse us for any losses, damages, suits, judgments and expenses that result from the nonpayment of any Check drawn against your Account for which a stop payment order is requested.

Although we may, at our discretion, act upon your oral stop payment request, we must receive a written confirmation from you within 14 calendar days from the date of your oral request. In the event you fail to provide us with your written confirmation within the 14 calendar day timeframe, you acknowledge and agree that we have no obligation to maintain your oral stop payment request beyond the timeframe set forth herein. Upon receipt of your written confirmation, a stop payment order remains in effect for six (6) months, unless renewed in writing.

To request a stop payment order, we will need the account number, check number and exact amount to allow us to identify the Check based upon our computer retrieval system standards. We may also require the written date of the Check and the name of the Payee to whom the Check was made payable. You acknowledge and agree to indemnify us from any losses you incur as a result of providing us with an incorrect account number, check number and exact amount. Furthermore, in the event you provide us with an incorrect account number, check number and exact amount of the Check on which you requested a stop payment order, you acknowledge and agree that we may pay the Check accordingly.

Notwithstanding, we must receive the stop payment order at such a time and in such a manner as to afford us the reasonable opportunity to act upon the stop payment order. You acknowledge and agree that one and one-half (1 1/2) Business Days to act upon such request is a reasonable amount of time. A stop payment order will be in effect for six (6) months. We will charge your Account a fee for each stop payment order. A request for a continuation on a stop payment order is considered a new stop payment order which results in an additional stop payment fee. If a Check is presented for payment after any stop payment order has expired, we may pay the Check accordingly.

Stop payment orders on official Checks, cashier's Checks, or certified Checks are not permitted. If an official Check, cashier's Check, or certified Check has been lost, stolen or destroyed, you may provide a declaration of loss and affidavit and request the Check be re-issued. The Bank may require that you wait 90 calendar days (or provide a bond where permitted by law) before honoring your claim, and we will not be liable to you if such Check is cashed prior to the expiration of the 90 calendar days from the issue date (or receipt of bond, where applicable) or in the case of a certified Check, from the acceptance date.

In the event we inadvertently pay a Check for which a valid stop payment order should have been in effect, we will reimburse you for your losses, up to the amount of the Check, provided that you are able to prove to our satisfaction that you do not owe the Payee in the amount of the respective Check. Under such circumstances, we may attempt to recover the amount from the Payee to whom you wrote the Check and you agree to cooperate in such recovery effort.

If you are unable to prove to our satisfaction that you do not owe the amount of the Check to the Payee to whom you wrote the Check, we will not be obligated to reimburse you for your losses, up to the amount of the Check. In any event, our liability for paying a Check subject to a proper and timely stop payment order is limited to the actual loss suffered, up to the amount of the Check, unless payment was due to our gross negligence or willful and intentional disregard of your stop payment order.

Without limiting the foregoing, you may request to release a stop payment order if we have not already acted upon such request by returning the respective Check as unpaid due to the stop payment order. In the event you wish to release a stop payment order, the Authorized Signer who requested the respective stop payment order, or any person as otherwise authorized, must request the release. Please see the "Contacting BankDirect®" section of the *Welcome to BankDirect®* document for contact information.

Notwithstanding the foregoing, please see the “Requesting Stop Payments: Commercial ACH” and “Requesting Stop Payments: Consumer ACH” sections of this Agreement for details which pertain to requesting a stop payment order for ACH Items. The “Electronic Funds Transfer” section of this Agreement provides details which pertain to requesting a stop payment order for ATM and debit card transactions.

Concerning Government Payments

In the event we deposit a payment from the Federal Government to your Account which should have been returned to the Federal Government for any reason, you acknowledge and agree that we may debit your Account or any Account you have with us in the amount of our liability to the Federal Government, without prior notice and at any time, except where prohibited by law. Furthermore, you acknowledge and agree that we may use any other legal remedy to recover the amount from you in the event funds are not available in any Account you have with us to satisfy our liability with the Federal Government.

Concerning Certificates of Deposit (CDs)/Time Accounts

Primary Agreement: You agree to keep your funds with us in this account until the maturity date. (An automatically renewable account matures at regular intervals.) This account is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars. We may change any term of this agreement.

Pledges: Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant’s rights in this account are subject first to the payment of the debt.

Balance Computation Method: We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the principal in the account each day.

Transaction Limitations: You cannot make additional deposits to this account during a term (other than credited interest). You cannot withdraw principal from this account without our consent except on or after maturity. (For accounts that automatically renew, there is a grace period after each renewal date during which withdrawals are permitted without penalty.)

For Accounts that Automatically Renew: Each renewal term will be the same as the original term, beginning on the maturity date (unless we notify you, in writing, before a maturity date of a different term for renewal.) You must notify us in writing before, or within a ten (10) day grace period after the maturity date if you do not want this account to automatically renew. Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term. The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on the maturity date and we can tell you what the interest rate will be for the next renewal term. On accounts with terms of longer than one month, we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

Requesting Early Withdrawal of CDs: Your Account will be subject to interest penalties when you withdraw funds from your certificate of deposit prior to the maturity date. The interest penalties are as follows:

- Maturity date of less than 91 days: Penalty will be 30 days of interest based on the principal amount withdrawn.
- Maturity date of 91 days up to, and including, one (1) year: Penalty will be 90 days of interest based on the principal amount withdrawn.
- Maturity date greater than one (1) year: Penalty will be 180 days of interest based on the principal amount withdrawn.

In certain circumstances, such as the death or incompetence of an owner of a time account, the law permits, or requires in some cases, waiver of the early withdrawal penalty. Notwithstanding, all accrued or paid interest is available at any time without incurring an early withdrawal penalty.

Concerning Your Periodic Statement

We will maintain appropriate records of your Account and will provide you with a Periodic Statement which reflects such records. Your Periodic Statement will be mailed to you as applicable to your current address we have on file for you. The term “monthly” as discussed in this Agreement means a period of time covered by your Periodic Statement. This period of time may or may not correspond to a calendar month but in most cases will not exceed 32 days or be less than 28 days. The specific dates covered by your Periodic Statement will be set forth in the statement.

Your Periodic Statements will be mailed by way of the U.S. Postal Service unless you and we have otherwise agreed upon a different delivery system. We may change your mailing address in our records if we receive an address change notice from the U.S. Postal Service or from another entity in the business of providing correct address information that the address we have on file for you no longer corresponds to the address on file with the U.S. Postal Service.

You acknowledge and agree to promptly notify us in writing at the address listed in the “Contacting BankDirect®” section of the *Welcome to BankDirect®* document in the event you change your mailing address. Furthermore, we may accept a change of address provided by any person signing the signature card, or any person as otherwise authorized, on your Account. Without limiting the foregoing, in the event your Periodic Statement is returned to us as undeliverable, we reserve the right to discontinue mailing your Periodic Statement until you provide us with a new mailing address. Furthermore, we reserve the right to destroy all previously returned Periodic Statements after 90 calendar days of the statement date. You acknowledge and agree to hold us harmless from any claim that transpires as a result of your failure to notify us immediately of an address change.

Reviewing Your Periodic Statement: Checks

You agree to review your Periodic Statement and cancelled Checks, if you receive them, promptly upon receipt. In the event you do not receive your scheduled Periodic Statement, notify us AT ONCE by calling 877.839.2737 (Client Support). Upon receipt of your Periodic Statement, if you discover any unauthorized signature(s), missing signature(s), forged signature(s) or alteration(s) of which one or more Check deposits are reflected on your Periodic Statement, or there is any other type of error or discrepancy reflected on your Periodic Statement, you acknowledge and agree that you must notify us AT ONCE of the relevant facts by calling 877.839.2737 (Client Support).

We require an affidavit signed by you on a form acceptable to us on the day of notification to begin the research process. Notification may be provided by way of telephone, secured email, facsimile or in person at one of our banking centers, but must be received within 60 calendar days of the date on which the unauthorized

signature(s), missing signature(s), forged signature(s) or alteration(s) appeared on the first Periodic Statement that was mailed, transmitted or otherwise made available to you, whichever occurs first.

You acknowledge failure by you to discover and promptly report an unauthorized signature, a missing signature, a forgery or an alteration within 60 calendar days from the date the event first appeared on your Periodic Statement and from the date your Periodic Statement was mailed, transmitted or otherwise made available to you, whichever occurs first, that you agree not to assert against us:

1. Any unauthorized signature, missing signature, forgery or alteration in the event we suffer a loss due to your failure to discover and promptly report the issue.
2. Any unauthorized signature, missing signature, forgery or alteration by the same wrongdoer on Checks we paid in good faith after you have had a reasonable period of time to examine your Periodic Statement which contains or reflects such event but prior to notice from you. A reasonable period of time is not to exceed 30 calendar days from when the first Periodic Statement was mailed, transmitted or otherwise made available to you, whichever occurs first.

In the event you can prove we failed to exercise ordinary care in paying a Check that contained an unauthorized signature, a missing signature, a forgery or an alteration and that our failure substantially contributed to your loss, the loss will be allocated between you and us based to the extent on which our respective failure to exercise ordinary care contributed to such loss. In that regard, we process Checks by automated means and do not visually examine signatures on all Checks. You acknowledge and agree that we do not fail to exercise ordinary care because we process Checks by automated means.

Furthermore, you acknowledge and agree that we do not fail to exercise ordinary care if the Checks were forged or altered so cleverly (for example, unauthorized use of a facsimile machine, photocopy machine or computer) that a reasonable person would not detect such forgery or alteration. Notwithstanding, you acknowledge and agree that you lose any and all rights you may have to assert against us in the event you fail to discover and report any unauthorized signature(s), missing signature(s), forged signature(s) or alterations(s), or any other error or discrepancy that pertains to a Check within 60 calendar days from the date your Periodic Statement was mailed, transmitted or otherwise made available to you, whichever occurs first. Furthermore, you acknowledge and agree that this 60 calendar day limitation takes priority over the provisions in the previous paragraphs within this section and is regardless of ordinary care by you or us.

Reviewing Your Periodic Statement: ACH

ACH Items can consist of debit and credit transactions. Your rights and responsibilities under the NACHA Operating Rules depend on the account type. A Consumer Account is afforded the protections of the NACHA Operating Rules and of the Electronic Funds Transfer Act governed by Regulation E. A Commercial Account is afforded protections of the NACHA Operating Rules and the provisions of the UCC, Article 4A. Such protections and provisions include, but are not limited to, return timeframes and provisional credit, respectively. You acknowledge and agree to be bound by the NACHA Operating Rules, as applicable. Please see the "Automated Clearing House Items" section of the *Funds Transfer Services* document for details about your rights and responsibilities with regard to ACH.

Reviewing Your Periodic Statement: ATM/Debit Card

ATM and debit card activity consists of point-of-sale electronic credit transactions to a Third Party initiated by you either in-person, over the telephone or through the Internet, with the use of your Access Device. Your rights and responsibilities are provided protection under the Electronic Funds Transfer Act governed by Regulation E. Such protection includes, but is not limited to, your rights and responsibilities in the event you encounter unauthorized ATM and/or debit card activity. Please see the "Electronic Funds Transfers" section of the *Funds Transfer Services* document for details about your rights and responsibilities with regard to your ATM and/or Visa® CheckCard.

Reviewing Your Periodic Statement: Online Bill Pay

Online Bill Pay activity consists of electronic credit transactions to a Third Party initiated by you, through the Internet. Your rights and responsibilities are dependent upon the Account type. Consumer account types are provided protection under the Electronic Funds Transfer Act governed by Regulation E. Such protection includes, but is not limited to, your rights and responsibilities in the event you encounter unauthorized online Bill Pay activity. Notwithstanding, Non-Consumer account types are provided some protection under the NACHA Operating Rules. Please refer to the "Terms and Disclosures" document provided to you at the time you subscribed to our online Bill Pay service for details on this subject matter.

Provisioning for Inactive and Dormant Accounts

An account becomes dormant when there has been a lack of customer-generated activity and customer-generated communication on the account for one (1) year. In the event your Account becomes dormant, we reserve the right to hold your Periodic Statements. In the event your Account is inactive for at least three (3) years, and you have failed to notify us of an address change, the Account may be presumed abandoned. Under such circumstances, you acknowledge and agree that we are obligated by law to deliver the funds in your Account, if any, to the Texas Comptroller of Public Accounts. If you have any concerns as to the status of your Account, you may call us at 877.839.2737 (Client Support).

Concerning IOLTAs and Fiduciary Accounts

Subject to applicable law, an Attorney Client Trust Account (also referred to as an "Interest On Lawyer's Trust Account," or "IOLTA") is an account set up by an attorney or law firm to hold client or third party funds in trust, separate from the attorney's or law firm's funds. Upon our request, the authorized signers for an IOLTA will provide documentation required by applicable state law and applicable bar association (or similar entity) rules. We act only as custodian of the trust funds and are not acting as a trustee, nor do we need to inquire as to the powers or duties of the attorney or law firm as trustee(s). The attorney, law firm, or any authorized individual on the IOLTA agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the IOLTA.

With respect to all fiduciary accounts, including but not limited to estate accounts, guardianship accounts, conservatorship accounts, and any formal trust account, Uniform Transfers to Minors Act accounts, IOLTAs and agency accounts, at any time we may require such documents and authorizations as we may deem necessary or appropriate to satisfy us that the person(s) requesting or directing the withdrawal of funds held in the account have the authority to withdraw such funds. This applies at the time of account opening and at all times thereafter.

Provisioning for Notices

We inform you of changes that affect your rights and responsibilities by way of notices. In the event your Account has more than one signer, notice to one of you will be effective as to all of you. We may, at our discretion, post a notice in our banking centers and/or on our Website. Otherwise, notices will be mailed to you by way of the U.S. Postal Service unless you and we have otherwise agreed upon a different delivery system. You acknowledge and agree to promptly notify us in writing at the address listed in the "Contacting BankDirect®" section of the *Welcome to BankDirect®* document in the event you change your mailing address. Furthermore, you acknowledge and agree that we may recognize a change of address provided by any person signing the signature card, or any person as otherwise authorized, on your Account.

Notwithstanding, you acknowledge and agree that we may change your mailing address in our records if we receive an address change notice from the U.S. Postal Service or from another entity in the business of providing correct address information that the address we have on file for you no longer corresponds to the address on file with the U.S. Postal Service. In the event one or more notices we mailed to you is returned to us as undeliverable, we may destroy such notice after 90 calendar days from the notice date without incurring any liability to you. Furthermore, we may stop mailing future notices to you until you provide us with a new mailing address. You acknowledge and agree that such undeliverable notices and the subject matter thereof are effective and binding on you.

Affirming Our Right of Waiver

You acknowledge and agree that we may, at our discretion, waive any of your obligations under this Agreement in a particular situation, without any obligation to treat future situations similarly, where permitted by law.

Affirming Our Right of Setoff

You acknowledge and agree that your Account is subject to our rights of setoff, whether legal or equitable. At our discretion and without prior notice to you, we may set off the funds in your Account(s) against any due and payable debt you owe us or against any due and payable debt any legal entity you own owes us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw, where permitted by law. This right of set-off shall not be deemed to be waived by an act or omission or other conduct by us, or by any failure by us to exercise this right of setoff, or by any delay by us in doing so.

In the event the debt arises from a note, any "due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance on the due date for which we properly accelerate under the terms of the note.

Unless we are informed to the contrary in writing, the Account in question is a general Account. For example, the right of setoff does not apply to your Account if: (a) the Account is an Individual Retirement Account or similar tax-deferred retirement account, (b) the debt is created under a Consumer credit card plan (but this does not affect our rights under any consensual security interest), (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) the debt is created by a home equity loan.

We will not be liable for the dishonor of any Check that is presented for payment against your Account if the dishonor takes place due to our action to set off a debt against your Account. You acknowledge and agree to hold us harmless from any claim that transpires as a result of our right to setoff and the execution thereof.

Affirming Limit of Liability

You agree that the amount of any claim you have against us in connection to any Account or transaction with us, is subject to reduction on the basis of failure to use reasonable care on your part, the part of any person who signed the signature card on your Account, or the part of any of your agents or employees who contributed to the loss, which is the basis of your claim.

You further agree that our liability with respect to such claim will be limited to the face value of any Item or transaction improperly dishonored or paid or the actual value of any deposits not properly credited or withdrawals not properly debited, and that no liability for consequential, special, incidental or punitive damages will exist unless required by law.

You agree that in no event shall we be responsible for any loss, claim, liability, damage or other amount arising in any way, directly or indirectly, from any error, failure, or delay in the performance of any of our obligations to you caused by natural disaster, fire, war, strike, civil unrest, error in or malfunctioning of communication equipment or lines, or any other circumstance beyond our reasonable control. Our only liability hereunder is for our intentional wrongful acts and gross negligence.

You agree to hold us harmless from any liability, loss, expenses and costs we may incur by reason of your failure to comply with any of the provisions of this Agreement. In addition, unless prohibited by law, you agree to reimburse us for any liability, loss, cost and expense we may incur in connection with your Account(s) except to the extent that such liability, loss, expense, and cost was caused solely by our intentional misconduct.

Unlawful Internet Gambling Notice

The Unlawful Internet Gambling Enforcement Act of 2006 ("UIEGA") prohibits any person engaged in the business of betting or wagering from knowingly accepting payments in connection with the participation of another person in unlawful Internet gambling. Bank does not offer commercial account services to businesses that engage in Internet gambling activities or that process transactions related to Internet gambling activities. **BANK PROHIBITS CUSTOMER FROM USING ANY ACCOUNT AT THE BANK TO PROCESS ANY TRANSACTION RELATED TO INTERNET GAMBLING ACTIVITIES AND RESERVES THE RIGHT TO TERMINATE ALL ACCOUNTS OF CUSTOMER AT THE BANK, WITHOUT NOTICE, IF CUSTOMER VIOLATES THIS PROHIBITION.**

Provisioning for Powers of Attorney

You acknowledge and agree that we are not obligated to accept or honor a delegation of authority to another person to act upon your behalf, including a Power of Attorney executed pursuant to the Texas Estate Code. In the event you have an attorney-in-fact or other agent and such attorney-in-fact or other agent attempts to write Checks, withdraw or transfer funds from your Account, we reserve the right to refuse to pay any Checks or permit any withdrawals by your attorney-in-fact or other agent. We also reserve the right to restrict the types and sizes of transactions we will permit an attorney-in-fact or other agent to conduct, by general policy or on a case-by-case basis.

At our discretion, if we elect to accept a Power of Attorney, you agree to indemnify and hold us harmless for any transactions conducted in reliance upon such Power of Attorney. We may continue to recognize the authority of any Power of Attorney we elect to accept until we receive written notice of revocation or termination, including revocation that results from death, and have had a reasonable amount of time to act upon such written notice. Regardless of the specific terms contained within the Power of Attorney, you must notify us in writing if you decide to revoke the respective Power of Attorney. We may require a certificate from you stating the Power of Attorney has not been revoked. We will not accept any Power of Attorney unless it is in a form satisfactory to us, at our discretion.

Provisioning for Equitable Relief, Venue, Jury Trial Waiver, Class Action Waiver, Damage Limitation, and Survival/Severability

EQUITABLE RELIEF. You and we shall have the right to apply to a court to enjoin any breach of these Terms and Conditions and/or Terms and Disclosures.

VENUE. YOU AND WE AGREE THAT ANY LAWSUIT, ACTION, OR PROCEEDING THAT IS BROUGHT (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING IN ANY WAY TO ANY OF THESE TERMS AND CONDITIONS AND/OR TERMS AND DISCLOSURES, THE TRANSACTIONS CONTEMPLATED THEREBY, OR THE ACTS, CONDUCT, OR OMISSIONS OF TEXAS CAPITAL BANK OR ANY OF ITS AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT THEREOF SHALL BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN DALLAS COUNTY, TEXAS. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, (B) WAIVE ANY OBJECTION YOU MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH LAWSUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT, AND (C) FURTHER WAIVE ANY CLAIM THAT YOU MAY NOW OR HEREAFTER HAVE THAT ANY SUCH COURT IS AN INCONVENIENT FORUM.

JURY TRIAL WAIVER. YOU ACKNOWLEDGE THAT THE RIGHT TO A TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT SUCH RIGHT MAY BE WAIVED. YOU HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND EXPRESSLY WAIVE (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW) ALL RIGHT TO A TRIAL BY JURY IN ANY DISPUTE, ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) INVOLVING YOU AND TEXAS CAPITAL BANK OR ANY OF ITS AGENTS, AFFILIATES, SUCCESSORS OR ASSIGNS. You agree that: (a) neither texas capital bank nor any of its agents has represented, expressly or otherwise, that it would not, in the event of litigation, seek to enforce the foregoing waiver, and (b) texas capital bank has been induced to enter into these terms and conditions and/or terms and disclosures with you by, among other things, the waiver and acknowledgements by you in this section.

CLASS ACTION WAIVER. YOU VOLUNTARILY WAIVE AND GIVE UP YOUR RIGHT TO SERVE AS A CLASS REPRESENTATIVE FOR, OR PARTICIPATE AS A MEMBER OF, A CLASS ACTION, IN CONNECTION WITH A DISPUTE INVOLVING US.

DAMAGE LIMITATION. You agree that neither Texas Capital Bank nor any of its affiliates, agents, successors or assigns shall have any liability with respect to any claim for any special, indirect, incidental, or consequential damages (including any claim for loss of profits, revenue or business) suffered or incurred by you, however caused and based on any theory of liability, arising out of, or in any way related to, these Terms and Conditions and/or Terms and Disclosures, or any of the transactions contemplated thereby, or the conduct, acts, or omissions of Texas Capital Bank or any of its agents, affiliates, successors or assigns in the negotiation, administration, or enforcement thereof. **YOU HEREBY WAIVE, RELEASE, AND AGREE NOT TO SUE TEXAS CAPITAL BANK OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AGENTS, SUCCESSORS OR ASSIGNS FOR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO, THESE TERMS AND CONDITIONS AND/OR TERMS AND DISCLOSURES, ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY, OR THE CONDUCT, ACTS, OR OMISSIONS OF TEXAS CAPITAL BANK OR ANY OF ITS AGENTS, AFFILIATES, SUCCESSORS OR ASSIGNS IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT THEREOF.**

SURVIVAL OF OBLIGATIONS AND SEVERABILITY. The foregoing provisions and any releases of liability as well as your obligations to indemnify us and pay any costs, expenses, and/or fees shall survive the closure of your account(s) with us and the termination of all of your business with us. Any provision of these Terms and Conditions and/or Terms and Disclosures held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of these Terms and Conditions and/or Terms and Disclosures, and the effect thereof shall be confined to the provision held to be invalid or illegal.

FDIC insurance covers all deposit accounts, including checking , savings accounts, money markets and certificates of deposit. FDIC insurance does not cover other financial products and services that we may offer such as securities and other investment products. The standard insurance amount is \$250,000 per depositor, per insured bank, for each account ownership. The FDIC provides separate coverage for deposits held in different account ownership categories. Depositors may qualify for more coverage if they have funds in different ownership categories and all FDIC requirements are met.

The ownership categories are:

- (1) Single Accounts
- (2) Joint Accounts
- (3) Certain Retirement Accounts (includes IRAs)
- (4) Revocable Trust Accounts
- (5) Corporation, Partnership and Unincorporated Association Accounts
- (6) Irrevocable Trust Accounts
- (7) Employee Benefits Plan Accounts
- (8) Government Accounts

All deposits that an accountholder has in the same ownership category at the same bank are added together and insured up to the standard insurance amount.

To calculate your deposit insurance coverage, use the FDIC's Electronic Deposit Insurance Estimator (EDIE) at www.fdic.gov/edie.

For more information on FDIC Deposit Insurance Coverage, go to www.fdic.gov/deposit/deposits

Our Funds Availability Policy is applicable to both a transaction and non-transaction account type. A checking account is considered the most common “transaction” account type due to the unlimited number of withdrawals allowed, including but not limited to, transfer requests over the telephone and preauthorized transfer requests between your Accounts with us. A savings or money market account is considered a “non-transaction” account due to the limited number of withdrawals allowed. For details on withdrawal limitations on savings and money market accounts, please see the “Restricting Withdrawals & Transfers” section of this Agreement. Furthermore, you may inquire as to the account type of other Accounts you have with us by calling 877.839.2737 (Client Support).

Concerning Your Ability to Withdraw Funds

Our Funds Availability Policy is to make funds available to you from your cash and Check deposits on the first Business Day after the day we receive your deposit. Without limiting the foregoing, Automated Clearing House (ACH) Items and Wire Transfers will be made available to you on the Business Day we receive such deposit. Thus, as soon as an ACH or Wire Transfer deposit is received by us, you will have use of such funds. Without limiting the foregoing, we will use the receipt of such deposits to pay Items that present against your Account. You acknowledge and agree that you are responsible for the management of your Account with us. In the event you withdraw all funds in your Account to which a deposit is made, you acknowledge and agree that you are responsible for all Items that present against your Account for payment and any Items that are returned as unpaid, including any fees that result due to such non-payment.

To determine the availability of your deposits, every day is a Business Day except for Saturday, Sunday and Federal holidays. In the event you make a deposit before 4:00 p.m. CT on a Business Day that we are open, we will consider that day to be the day of your deposit. However, in the event you make a deposit after 4:00 p.m. CT or on a day that we are not open, we will consider such deposit as if it were made on the next available Business Day.

Concerning Longer 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 \$200 of your deposits, however, will be available on the first business day.

Without limiting the foregoing, we will notify you at the time of your deposit if we are not going to make the total amount of the deposit available to you on the first Business Day after the day of deposit. Furthermore, we will provide you with the date of when the total funds will become available for withdrawal by you. In the event the deposit in question is not made in person to one of our employees or we decide to take such action after you have left our banking center, we will mail notice to you on the first Business Day after we have received your deposit. In any event, you may ask us when funds will become available prior to making a deposit by Check with us.

Notwithstanding, funds you deposit by Check may be delayed up to 7 Business Days when these circumstances arise:

- We believe a Check you deposit will not be paid.
- You deposit Checks totaling more than \$5,000 on the same day.
- You redeposit a Check that has been previously returned unpaid.
- You have overdrawn your Account repeatedly in the last six months.
- We or others in the payment channel encounter an emergency, such as failure of computer or communications equipment.

We will notify you in the event we delay your ability to withdraw funds and will provide a date of when the funds will become available for withdrawal.

Provisioning for New Accounts

In the event your Account is a new Account, opened 30 days or less, special guidelines govern our processing of your deposits. These special guidelines include:

- ACH Deposits: Funds become available to you on the Business Day we receive such Items.
- Wire Transfer Deposits: Funds become available on the first Business Day after the day of deposit.
- Cash Deposits: Funds become available on the first Business Day after the day of deposit.
- Cashier, Certified, Teller and Traveler Check Deposits: Funds for the first \$5,000 become available on the first Business Day after the day of deposit. In the event your deposit was not made in person to one of our employees, funds for the first \$5,000 do not become available until the second Business Day after the day of deposit. In either case, the balance of the deposit becomes available on the ninth Business Day after the day of deposit.
- Federal, State and Government Deposits: Funds become available on the first Business Day after the day of deposit.
- Other Check Deposits: Funds become available on the ninth Business Day after the day of deposit.

This notice is ONLY applicable to Consumer Accounts (any account used primarily for personal, family, or household purposes) where original Checks may be returned in the monthly statement.

What Is A Substitute Check?

In an effort to make Check processing more efficient; Federal law and regulation permits banks to replace original Checks with "Substitute Checks". A Substitute Check is similar in size to the original Check with a slightly reduced image of the front and back. 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 as with 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 ACH Debit Entries that post to your Account; however, you have rights under other Federal law and regulation with respect to such transaction types.

What Are My Rights Regarding Substitute Checks?

Under certain circumstances, Federal law and regulation provides a special procedure that allows you to request a refund in the event a Substitute Check posts to your Account and you suffer a loss (for example, 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 applicable fees that were charged as a result of the withdrawal.

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.

In the event you use this procedure, you may receive the lesser of the Substitute Check or \$2,500, plus interest if your Account is an interest-bearing account, within 10 Business Days after we receive your claim and the remainder of your refund (plus interest if your Account is an interest-bearing account) not later than 45 calendar days after we receive your claim. We may reverse the refund (including any interest on the refund) if we later demonstrate that the Substitute Check was correctly posted to your Account.

How Do I Make A Claim For A Refund?

In the event you believe you have suffered a loss which pertains to a Substitute Check that you received and that has posted to your Account, please call us immediately at 877.839.2737 (Client Support). You must contact us within 40 calendar days of the date that we mailed to you (or otherwise made available by an agreed upon means) the Substitute Check in question or the periodic statement on which the Substitute Check is reflected, whichever is later. We will extend the 40 calendar day timeframe in the event you were unable to make a timely claim due to extraordinary circumstances.

Your claim must include:

- A description of why you believe 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 and/or these details to help us identify the Substitute Check:
 - Account number
 - Check number
 - Payee (the name of the person to whom you wrote the Check)
 - Amount of the Check
 - Date you discovered the issue
 - Date the Check paid against your Account

Understanding the Terms and Conditions of your Account as well as the Federal laws and regulations that outline your rights and responsibilities as a Consumer and Non-Consumer (Commercial Account) will help you protect your financial assets. This document is divided into three distinct parts: (1) Wire Transfer Requests, (2) Automated Clearing House Items, and (3) Electronic Funds Transfers. The subject matter that follows provides guidance as to your rights and responsibilities of managing your Account with us.

Wire Transfer Requests

This section covers your rights and responsibilities with regard to Wire Transfer requests you initiate or receive. Furthermore, this section is applicable to both Consumer and Non-Consumer (Commercial) accounts. The "Wire Transfer/Payment Order Agreement" is provided to you under separate cover, where applicable. We may use Fedwire to execute any Wire Transfer request; Fedwire is the Funds Transfer system of the U.S. Federal Reserve Banks. If any part of a Wire Transfer request is carried out by Fedwire, your rights and responsibilities are governed by Regulation J of the U.S. Federal Reserve Board. Without limiting the foregoing, certain provisions of the Uniform Commercial Code, Article 4A (UCC, Article 4A), may apply to Commercial credit transactions (Non-Consumer). We may, at our discretion, contact you for confirmation of your Wire Transfer request prior to processing. Failure to receive confirmation may result in your Wire Transfer request not being processed.

Notifying Us of Wire Transfer Discrepancy

We will send you a confirmation that sets forth the date, amount and other information which pertains to your Wire Transfer request. The confirmation will be sent to you on the Business Day your Wire Transfer request is received based on the instructions we have on file for you. You must notify us within one (1) Business Day from the date such confirmation is sent to you of any discrepancy which pertains to your Wire Transfer request by calling 877.839.2737 (Client Support). In the event you fail to notify us within the timeframe set forth herein, you acknowledge and agree that we shall be relieved of any liability in connection with the Wire Transfer request. You may access your Account details by way of our Treasury Management Service, Online Banking Service and/or Telephone Banking Service.

Affirming Our Right to Select Medium

You acknowledge and agree that we may select any intermediary financial institution, system or means of transmittal to send a Wire Transfer. Furthermore, you acknowledge and agree that our selection may differ from that indicated in your payment instructions.

Concerning Name and Number Discrepancy

In the event you initiate a Wire Transfer for which Fedwire is used, and you identify the beneficiary by name and account number, you acknowledge and agree that the beneficiary's financial institution may make payment based solely upon the account number. Thus, if the name and account number of the Wire Transfer you initiate do not match, the beneficiary's financial institution may accept the Wire Transfer based solely on the account number unless the beneficiary's financial institution has knowledge of the discrepancy. In any event, you acknowledge and agree that the beneficiary's bank is not required to determine whether the name and account number refer to the same beneficiary.

Similarly, without limiting the foregoing, in the event you initiate a Wire Transfer for which Fedwire is used, and you identify an intermediary or a beneficiary financial institution by name and identifying number, you acknowledge and agree that we and every intermediary or beneficiary financial institution may make payment based solely upon the identifying number. Thus, in the event the name and identifying number of the Wire Transfer you initiate do not match, we and every intermediary or beneficiary financial institution may rely solely on the identifying number even in the event the identifying number identifies a financial institution other than the one named.

Amending or Canceling a Wire Transfer

You acknowledge and agree that you may not amend or cancel a Wire Transfer request after we have received it. In the event you request for us to amend or cancel a Wire Transfer that has been received by us, we may, at our discretion, make a reasonable effort to act upon your request. Under such circumstances, you acknowledge and agree that we are not liable to you in the event the Wire Transfer cannot be amended or canceled, for any reason. Furthermore, you acknowledge and agree to indemnify and reimburse us for any losses we incur which may result from your request to amend or cancel a Wire Transfer.

Affirming Our Right to Reject a Wire Transfer

You acknowledge and agree that we may, at our discretion, confirm the authenticity of your Wire Transfer request by requiring additional information, but are under no obligation to do so. Furthermore, you acknowledge and agree that in the event we require additional information, but do not receive such information, we, at our discretion, may initiate or reject your Wire Transfer request. Under such circumstances, we shall not be liable to you for any actual loss or damages provided we acted in good faith.

Automated Clearing House Items

This section covers your rights and responsibilities with regard to Automated Clearing House (ACH) Items you initiate or receive. In connection with your Account type, Consumer or Non-Consumer, your rights and responsibilities will be governed accordingly by applicable state laws and Federal rules and regulations. You acknowledge and agree to be bound by the NACHA Operating Rules. This section is divided into three distinct parts: Laws, Rules and Regulations, Commercial Accounts, and Consumer Accounts. The subject matter that follows provides guidance as to your rights and responsibilities of managing your Account with us.

Laws, Rules and Regulations

Provisioning of UCC 4A

The Uniform Commercial Code, Article 4A (UCC, Article 4A), provides provisions for Commercial credit transactions that process through the Automated Clearing House (ACH) not governed by Regulation E. Thus, with respect to the ACH Network, UCC, Article 4A, is only applicable to Commercial credit transactions (Non-Consumer).

Governing Body of NACHA

As a whole, the governing body of the National Automated Clearing House Association (NACHA) provides protections for Consumer ACH transactions. Furthermore, to some extent, NACHA provides protections for Non-Consumer ACH transactions. Nonetheless, these protections for a Non-Consumer are to a lesser extent and ordinary care by the owner of a Commercial Account is vital.

An example of NACHA's Consumer protections can best be characterized by the return timeframe allowed a Consumer in the event of an unauthorized transaction versus the same event for a Non-Consumer. For example, if a Consumer discovers an unauthorized ACH Entry(s), the Consumer has up to 60 calendar days from the Settlement Date of the respective ACH Entry(s) to return it as unauthorized. In contrast, a Commercial Account is limited to the next Business Day from the Settlement Date to return an unauthorized ACH Entry. Thus, when you are the owner of a Commercial Account, you must practice ordinary care with managing your Account activity on a daily basis. You may access your Account details by way of our Treasury Management Service, Online Banking Service and/or Telephone Banking Service.

Governing Body of Regulation E

The role of Regulation E is to carry out the purposes of the Electronic Funds Transfer Act (EFTA), which establishes the basic rights, liabilities, and responsibilities of Consumers who use Electronic Fund Transfer services and of financial institutions that offer these services. The primary objective of the EFTA and Regulation E is the protection of Consumers engaging in Electronic Fund Transfers. The term Electronic Funds Transfer means any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a Consumer's account. The term extends to these transaction types:

- Point-of-sale transfers
- Automated teller machine (ATM) transfers
- Direct deposit or withdrawals of funds
- Transfers initiated by telephone
- Transfers initiated by debit card (regardless if initiated through an electronic terminal)

International ACH Transactions (IATs)

IATs are ACH entries that are part of a payment transaction involving the office of a financial agency (an institution authorized by law to accept deposits, issue money orders or transfer funds) that is not located in the territorial jurisdiction of the United States. Effective September 18, 2009, all international transactions made via the ACH Network are required to use the IAT SEC code. The IAT SEC code replaces the CBR and PBR SEC codes that previously were in use. The NACHA Operating Rules require the IAT code and format of all ACH payments entering or exiting the United States. This new rule applies to all ACH participants and will simplify the process of identifying international transactions by requiring that IAT entries include specific data elements defined by the Bank Secrecy Act (BSA) "Travel Rule."

The Originator acknowledges and agrees that the Bank may, from time to time, need to temporarily suspend the processing of an IAT for greater scrutiny or verification against the Specially Designated National (SDN) List (as defined in Schedule F) and that this additional scrutiny or verification may affect or delay the settlement and/or availability of the funds that are the subject of the IAT. The Bank shall not be liable to the Originator or any other person if there is a delay in settlement or in the availability of funds that are the subject of the IAT caused by the Bank's temporary suspension of the processing of an IAT for greater scrutiny or verification against the SDN List.

Commercial Accounts

Concerning Commercial ACH Credit Entries

Credit given by us to you with respect to an ACH Credit Entry is provisional until we receive final settlement from the Federal Reserve Bank (UCC, Article 4A). In the event we do not receive final settlement, you acknowledge and agree that we are entitled to debit your Account in the amount of the ACH Credit Entry, and the Originator that initiated the ACH Credit Entry shall be deemed not to have made payment to you. You acknowledge and agree that we may rely on the representations and warranties contained in the NACHA Operating Rules and may credit your Account in accordance to these Rules as instructed by the Originator of the ACH Credit Entry. Furthermore, we may accept an ACH Credit Entry on your behalf which is not subject to Regulation E and your rights and responsibilities with respect to such ACH Credit Entry shall be construed in accordance with the NACHA Operating Rules and the laws of the State of Texas.

Without limiting the foregoing, you acknowledge and agree that we are not required to provide you with next day notice of an ACH Credit Entry we accept on your behalf. However, we shall continue to notify you of such receipt as reflected on your Periodic Statement we provide to you. You may access your Account details by way of our Treasury Management Service, Online Banking Service and/or Telephone Banking Service.

Concerning Commercial ACH Debit Entries

You acknowledge and agree that we may rely on the representations and warranties contained in the NACHA Operating Rules and may debit your Account in accordance to these Rules as instructed by the Originator of the ACH Debit Entry. Furthermore, we may accept an ACH Debit Entry on your behalf which is not subject to Regulation E and your rights and responsibilities with respect to such ACH Debit Entry shall be construed in accordance with the NACHA Operating Rules and the laws of the State of Texas.

Without limiting the foregoing, you acknowledge and agree that upon receipt of an ACH Debit Entry, you have until the next Business Day to determine if such ACH Debit Entry is authentic. In the event you do not recognize an ACH Debit Entry (or ACH Credit Entry), notify us AT ONCE of the relevant facts by calling 877.839.2737 Client Support). You may access your Account details by way of our Treasury Management Service, Online Banking Service and/or Telephone Banking Service.

In the event you determine that the ACH Debit Entry is unauthorized, we will ask you to provide us with a written statement under the penalty of perjury and will return the ACH Debit Entry accordingly. You acknowledge and agree that we must receive your request to return such ACH Debit Entry by the next Business Day from the Settlement Date by our deadline at 12:00 p.m. CT. The Settlement Date is the date on which the ACH Debit Entry posted to your

Account. Notwithstanding, you acknowledge and agree that you lose your right to return under the NACHA Operating Rules in the event you fail to notify us of your intent to return an unauthorized ACH Debit Entry by the next Business Day from the Settlement Date by our deadline at 12:00 p.m. CT. Under such circumstances, we may act on your behalf to request a “permissible return” from the financial institution that sent the ACH Debit Entry, but such institution is not required to comply with our request. You agree to hold us harmless from any loss you incur as a result of the unauthorized ACH Debit Entry that is not returned by the next Business Day and deadline set forth herein and in accordance to the NACHA Operating Rules.

Returning Unauthorized ACH Entries: Commercial

Although all ACH Entries (both credit and debit) may be returned in accordance to the NACHA Operating Rules, those ACH Entries that are unauthorized may warrant the most concern. In the event you receive an ACH Entry that is unauthorized, you acknowledge and agree that you have until the next Business Day from the Settlement Date to return it. The Settlement Date is the date on which the ACH Entry posts to your Account.

In the event you discover (or reasonably should have discovered) any unauthorized ACH activity on your Account, notify us AT ONCE by calling 877.839.2737 (Client Support). If it is determined that the ACH Entry is unauthorized, we will ask you to provide us with a written statement under the penalty of perjury and will return the ACH Entry accordingly. You must notify us of your intent to return an unauthorized ACH Entry by the next Business Day from the Settlement Date by our deadline at 12:00 p.m. CT. You acknowledge and agree to hold us harmless from any loss you incur as a result of the unauthorized ACH Entry that is not returned within the timeframe set forth herein and in accordance to the NACHA Operating Rules. Without limiting the foregoing, you acknowledge and agree to hold us harmless in the event it is later determined that the ACH Entry was authorized; thus, the Originator of such ACH Entry plans to seek retribution.

We strongly recommend that you review your Account often and consider carefully those to who you provide your Account information to help minimize fraudulent activity on your Account. You may access your Account details by way of our Treasury Management Service, Online Banking Service and/or Telephone Banking Service.

Concerning Commercial ACH Debit Block

You acknowledge and agree that you may place an ACH Debit Block on your Account. Your options include placing an ACH Debit Block against all ACH Debit Entries that present against your Account or placing an ACH Debit Block against all ACH Debit Entries with exceptions that present against your Account. You may contact your BankDirect® representative for details on placing an ACH Debit Block. The ACH Debit Block Agreement will be provided to you upon request.

In the event you choose to place an ACH Debit Block on all ACH Debit Entries that present against your Account, arrangements with your business partners as to other payment methods will be necessary. Under such circumstances, you acknowledge and agree that any ACH Debit Entry which presents against your Account will be returned to the respective Originator as “Corporate Customer Advises Not Authorized.” In the event you select the option to place an ACH Debit Block on all ACH Debit Entries with exceptions, arrangements with your business partners to obtain their respective “Customer ID” will be necessary so that we may add such “Customer ID” to our system. Under such circumstances, any ACH Debit Entry which presents against your Account that matches a “Customer ID” will automatically post to your Account. In contrast, any ACH Debit Entry which presents against your Account that does not match a “Customer ID” will be returned as “Corporate Customer Advises Not Authorized.”

Notwithstanding, knowledge of your business partners’ security procedures and business practices is vital. You acknowledge and agree to hold us harmless from any loss you incur as a result of placing, or not placing, an ACH Debit Block on your Account. An ACH Debit Block will remain in effect until we have received written notice from you informing us otherwise and have had a reasonable amount of time to act upon such written notice.

Concerning Commercial Check Conversion

Although the NACHA Operating Rules allow for Checks to be converted to an ACH Debit Entry, certain criteria must be met. When your Commercial Check contains a value in the auxiliary field, a merchant or depository bank is required to process such Check in accordance with Federal law and regulation that govern Check processing. In the event your Commercial Check contains a value in the auxiliary field, but is converted to an ACH Debit Entry, notify us AT ONCE of the relevant facts by calling 877.839.2737 (Client Support).

In contrast, in the event your Commercial Check does not contain a value in the auxiliary field, it may be converted to an ACH Debit Entry in accordance to the NACHA Operating Rules. Under such circumstances, ACH Debit Entries that meet this criterion are afforded a 60 calendar day return timeframe from the Settlement Date in accordance to the NACHA Operating Rules. You acknowledge and agree that this is the only exception to the next Business Day return timeframe for Non-Consumer ACH Entries set forth herein and in accordance to the NACHA Operating Rules.

Requesting Stop Payments: Commercial ACH and Recurring Electronic Transfers

You may request for us to place a stop payment on any ACH Debit Entry or Recurring Electronic Transfer initiated, or to be, initiated. Your stop payment order must be received at such a time and in such a manner as to allow us a reasonable opportunity to act upon your stop payment order prior to acting upon the ACH Debit Entry or Recurring Electronic Transfer. For details on how to place a stop payment order, you may call us at 877.839.2737 (Client Support). Although we may act upon your oral stop payment request, we must receive a written confirmation from you within 14 calendar days from the date of your oral request. In the event you fail to provide us with your written confirmation within the 14 calendar day timeframe, you acknowledge and agree that we have no obligation to maintain your oral stop payment request beyond the timeframe set forth herein. Upon receipt of your written confirmation, a stop payment order remains in effect six (6) months, unless renewed in writing.

You acknowledge and agree to hold us harmless from any loss or damage you incur which may arise as a result of your stop payment order. Furthermore, in the event your stop payment order is successful, you acknowledge and agree that you may still be liable to the Payee or Third Party in the amount of the respective ACH Debit Entry or Recurring Electronic Transfer. Notwithstanding, in the event we fail to execute your stop payment order in accordance to our Agreement with you, we will be liable for your direct losses or damages not to exceed, in the aggregate, the amount of the respective ACH Debit Entry or Recurring Electronic Transfer on which you requested the stop payment order, and the recovery of that amount is your sole and exclusive remedy. The fee to place a stop payment order is detailed in the applicable fee schedule provided to you under separate cover.

Consumer Accounts

Disclosing Your Account Information

We will disclose information to a Third Party about your Account with respect to Electronic Funds Transfer requests you have authorized. Such information is shared by us as deemed necessary to:

1. Complete a transfer
2. Conduct our business
3. Provide information as to the existence and condition of your Account to a Third Party, such as a credit bureau or merchant
4. Comply with a government agency or court order
5. Comply with your written permission
6. Comply with the terms of our Financial Privacy Policy

Notwithstanding the foregoing, please see the "Financial Privacy Policy" document for additional details about your rights to financial privacy as a consumer.

Concerning Consumer ACH Credit Entries

We may accept any ACH Credit Entry, such as payroll, on your behalf, which is subject to Regulation E and governed by the NACHA Operating Rules. Such ACH Credit Entry is arranged between you and the Originator (for example, merchant, place of business, or financial institution) by written authorization. We act as the Receiving Depository Financial Institution (RDFI) only.

You acknowledge and agree that your rights and responsibilities with respect to such ACH Credit Entry shall be construed in accordance with the NACHA Operating Rules. Furthermore, you acknowledge and agree that we may rely on such representations and warranties contained in the NACHA Operating Rules and may credit your Account in accordance to these Rules as instructed by the Originator of the ACH Credit Entry.

Notwithstanding the foregoing, if you have made arrangements with an Originator to credit your Account at least once every 60 calendar days from the same entity (person and/or place of business), you may inquire about such ACH Credit Entry by calling 877.839.2737 (Client Support). You may also access your Account with us through our Telephone Banking and Online Banking services seven (7) days a week, 24 hours a day.

Concerning Consumer ACH Debit Entries

We may accept an ACH Debit Entry on your behalf which is subject to Regulation E and governed by the NACHA Operating Rules. Such ACH Debit Entry is arranged between you and the Originator (for example, merchant, place of business, or financial institution) by written authorization. We act as the Receiving Depository Financial Institution (RDFI) only.

You acknowledge and agree that your rights and responsibilities with respect to such ACH Debit Entry shall be construed in accordance with the NACHA Operating Rules. Furthermore, you acknowledge and agree that we may rely on such representations and warranties contained in the NACHA Operating Rules and may debit your Account in accordance to these Rules as instructed by the Originator of the ACH Debit Entry.

Under certain rules afforded by the NACHA Operating Rules, you may have rights and responsibilities to return an ACH Debit Entry as revoked or unauthorized. Such rights and responsibilities include, but are not limited to, these events:

- Authorization Revoked by Customer: you have revoked the authorization previously granted to the Originator (for example, merchant, business relationship, or financial institution) for a particular repetitive ACH Debit Entry. The requirement of this rule is that you have requested that the Originator cease the repetitive ACH Debit Entry. We may request proof that the relationship has been ceased. You acknowledge and agree that this rule has a 60 calendar day return timeframe from the Settlement Date of the respective ACH Debit Entry. Please see the "Returning Revoked/Unauthorized ACH Entries" section of this Agreement for details on your rights and responsibilities to return an ACH Debit Entry that has been revoked.
- Customer Advises Not Authorized; Notice Not Provided; Improper Source Document; or Amount of Entry Not Accurately Obtained from Source Document: you notice an ACH Debit Entry to your Account that meets the criteria set forth herein. The requirements of this rule are that you have no prior knowledge, on any level, with respect to the ACH Debit Entry or that the source document, or amount thereof, is improper or not accurately reflected. You acknowledge and agree that this rule has a 60 calendar day return timeframe from the Settlement Date of the respective ACH Debit Entry. Please see the "Returning Revoked/Unauthorized ACH Entries" section of this Agreement for details on your rights and responsibilities to return an ACH Debit Entry that is unauthorized or involves the improper use of a source document and/or the amount thereof.

Returning Revoked/Unauthorized ACH Entries: Consumer

Although all ACH Entries (both credit and debit) may be returned in accordance to the NACHA Operating Rules, those ACH Entries that may warrant the most concern include those that are revoked, unauthorized or involve the improper use of a source document and/or the amount thereof. Under such circumstances, the NACHA Operating Rules provides certain guidelines to protect Consumers.

In the event you receive an ACH Debit Entry that has been previously revoked, is unauthorized or involves the improper use of a source document and/or the amount thereof, notify us AT ONCE by calling 877.839.2737 (Client Support). You acknowledge and agree that you are afforded protection by the NACHA Operating Rules of up to 60 calendar days from the Settlement Date of the respective ACH Debit Entry to return it.

Furthermore, you acknowledge and agree that the 60 calendar day return timeframe (from the Settlement Date) is the maximum protection you have in accordance to the NACHA Operating Rules. For example, if the ACH Debit Entry in question occurred on the 15th of the month and your Account statement is mailed or made available to you on the 30th of the month, you only have 45 calendar days left on which to report the issue. Thus, ordinary care by you is required.

Without limiting the foregoing, we require that you notify us AT ONCE as soon as you discover an ACH Debit Entry that has been previously revoked, is unauthorized or involves the improper use of a source document and/or the amount thereof. You may request for us to return an ACH Debit Entry that is revoked, unauthorized or involves the improper use of a source document and/or the amount thereof by calling 877.839.2737 (Client Support).

In the event it is determined that the ACH Debit Entry is revoked, unauthorized or involves the improper use of a source document and/or the amount thereof, we will ask you to provide us with a written statement under the penalty of perjury and will return the ACH Debit Entry accordingly. You must notify us of your intent to return a revoked, an unauthorized or the improper use of a source document within the 60 calendar day return timeframe set forth herein (from the Settlement Date) by our deadline at 12:00 p.m. CT.

Concerning Consumer Check Conversion

Under certain circumstances afforded by the NACHA Operating Rules, personal Checks written by you may be converted to an ACH Debit Entry. Such circumstances include these transaction types:

- Personal check presented in person and converted at the point-of-purchase (the check with your signature acts as the written authorization; the check is handed back to you marked "Voided").
- Personal check mailed to lockbox for payment (an "Opt-Out" notice is mailed by the place of business most likely as a statement stuffer; if the "Opt-Out" notice is not returned to the place of business, all future payments by check may be converted to an ACH Debit Entry).
- Personal check presented in person, but is later converted (an "Opt-Out" notice is required each time a personal check is presented for payment; disclosure is usually by signage at the point-of-purchase).
- Personal check returned for Insufficient Funds reasons (a notice of check conversion is usually by signage at the point-of-purchase, which grants rights to convert the personal check to an ACH Debit Entry for collection purposes).

The information which appears on the bottom of your personal check (MICR line) will be used by the place of business to capture the account number by placing your check in a MICR reading device. In the event you believe your personal check should not have been converted to an ACH Debit Entry, notify us AT ONCE by calling 877.839.2737 (Client Support).

Requesting Stop Payments: Consumer ACH and Recurring Electronic Transfers

You may request for us to place a stop payment on any ACH Debit Entry initiated, or to be, initiated. You acknowledge and agree that your stop payment request must be received by us within three (3) Business Days from the scheduled date of the ACH Debit Entry. You may notify us by calling 877.839.2737 (Client Support). Furthermore, you acknowledge and agree that the three (3) Business Day stop payment provision is only applicable to ACH Debit Entries for this payment type: Prearranged Payments.

Notwithstanding, stop payment requests that involve transactions, including, but not limited to, Checks converted at the point-of-purchase, lockbox, back office, or for Insufficient Funds reasons and ACH Debit Entries initiated over the telephone or Internet, you acknowledge and agree that your stop payment request must be received by us at such a time and in such a manner as to allow us a reasonable opportunity to act upon your stop payment request prior to acting on the ACH Debit Entry.

Although we may act upon your oral stop payment request, we must receive a written confirmation from you within 14 calendar days from the date of your oral request. In the event you fail to provide us with your written confirmation within the 14 calendar day timeframe, you acknowledge and agree that we have no obligation to maintain your oral stop payment request beyond the timeframe set forth herein. Upon receipt of your written confirmation, a stop payment order remains in effect until the earlier of: a) The withdrawal of the stop payment order by the receiver; or b) the return of the debit entry, or, where a stop payment order applies to more than one debit entry relating to a specific authorization involving a specific originator, the return of all such debit entries. Recurring Electronic Transfers remain in effect for six (6) months, unless renewed in writing.

You acknowledge and agree to hold us harmless from any loss or damage you incur which may arise as a result of your stop payment request. Furthermore, in the event your stop payment order is successful, you acknowledge and agree that you may still be liable to the Payee or Third Party in the amount of the respective ACH Debit Entry.

Notwithstanding, in the event we fail to execute your stop payment request in accordance to our Agreement with you, we will be liable for your direct losses or damages not to exceed, in the aggregate, the amount of the respective ACH Debit Entry on which you requested the stop payment order, and the recovery of that amount is your sole and exclusive remedy. The fee to place a stop payment order is detailed in the applicable fee schedule provided to you under separate cover.

Concerning Changing Amount: Consumer ACH

In the event you have made arrangements with an Originator (for example, a merchant, place of business, or financial institution) to initiate an ACH Debit Entry to your Account on a recurring basis, the Originator must send notice to you when the ACH Debit Entry, which has been authorized by you in writing, will vary by amount. Such notice must be sent to you within 10 calendar days from the date on which the ACH Debit Entry is scheduled to take place. Without limiting the foregoing, the Originator may opt, instead, to obtain your written authorization, agreeing to a range in lieu of a specific amount. Under such circumstances, a written notice to you is not required in accordance to the NACHA Operating Rules as long as the ACH Debit Entry is within the agreed upon range.

Concerning Changing Date: Consumer ACH

In the event you have made arrangements with an Originator (for example, merchant, place of business, or financial institution) to initiate an ACH Debit Entry to your Account on a recurring basis, the Originator must send notice to you in the event the date on which the ACH Debit Entry will take place, changes (if it is to change). Such notice must be sent to you within seven (7) calendar days from the date of the scheduled transfer.

Electronic Funds Transfers

Concerning ATM Transactions

You may use your ATM card or Visa® CheckCard to conduct these PIN-driven transactions:

- Withdraw cash from your checking or savings Account; you may withdraw up to \$500.00 each day if you have sufficient funds in your Account
- Transfer funds between your Accounts, including checking and savings
- Verify your Account activity, including balances, deposits, and withdrawals

* In some cases, these services may not be available at all ATMs *

Concerning Telephone Banking Transactions

You may access your Account with us by telephone 24 hours a day, 7 days a week, by calling 877.839.2737 (Client Support). To access your Account, you'll need your PIN, account number and touch tone phone. You may conduct these transactions:

- Transfer funds between your Accounts, including checking and savings
- Verify your Account activity, including balances, deposits, and withdrawals
- Change the PIN of your ATM card or Visa® CheckCard

Concerning Online Banking Transactions

You may access your Account with us by 24 hours a day, 7 days a week, by logging on to our Website at www.texascapitalbank.com. To access your Account, you'll need your User ID, security code and personal computer. You may conduct these transactions:

- Transfer funds between your Accounts, including checking and savings
- Make payments from your checking Account to a Third Party, using the Bill Pay feature
- Verify your Account activity, including balances, deposits, and withdrawals
- Export Bill Pay information and Account information to a financial package such as Microsoft® Money or Quicken®

Concerning Visa® CheckCard Transactions

You may use your Visa® CheckCard to conduct these PIN and signature-driven transactions:

- Purchase goods and services in person, by telephone or over the Internet. You may not exceed your daily authorization limit. For security reasons, there may be times when we further limit this amount and/or the number of transactions.
- Conduct a PIN-driven transaction to receive cash back at the point-of-purchase from a merchant or from a participating financial institution, where permitted.

* Your Visa® CheckCard is accepted wherever you see the Visa® logo displayed *

Non-Visa® Debit Transaction Processing

We have enabled non-Visa® debit transaction processing. This means you may use your Visa®-branded debit card on a PIN-Debit Network* (a non-Visa® network) without using a PIN.

The non-Visa® debit network(s) for which such transactions are enabled are: ACCEL/Exchange, PULSE, and Cirrus Networks.

Examples of the types of actions that you may be required to make to initiate a Visa® transaction on your Visa®-branded debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

* 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.

Limiting Transfers by Account Type

Federal law and regulation impose limitations on withdrawals and transfers from savings and money market accounts (non-transaction accounts); thus, we are required to monitor the number of withdrawals and transfers from your savings and/or money market Account on a monthly basis. You acknowledge and agree that you may make no more than six (6) preauthorized withdrawals or transfers within each month. Withdrawal and transfer types include, but are not limited to, Check, debit card, telephone, Internet, and ACH with no more than three (3) of which may be by Check, demand draft, debit card or similar order made payable by you to a Third Party.

You will receive a monthly statement from us in the event you initiate one or more transactions from your savings and/or money market Account during a given month. Otherwise, in the absence of such activity, you will receive a statement with respect to your savings and/or money market Account no less than quarterly.

Concerning Transaction Fees

You acknowledge and agree that fees which pertain to your ATM, Visa® CheckCard and ACH services through us, where applicable, are detailed in the applicable fee schedule provided to you under separate cover. Furthermore, you acknowledge and agree that we may update the applicable fee schedule from time to time.

Concerning ATM Fees

We do not assess a fee when you use one of our ATM facilities. However, you may be assessed a usage fee when using an ATM facility not owned by us, including, but not limited to, a balance inquiry. You acknowledge and agree that you are responsible for all fees incurred when conducting a transaction or balance inquiry at an ATM facility not owned by us.

Receiving Receipt at ATM

You acknowledge and agree that you will receive a receipt at the time you initiate a transaction at one of our ATM facilities. However, if the transaction is \$15.00 or less, you may not receive a receipt. Such receipt will set forth the amount, date and other identifiable information which pertains to the respective transaction.

Traveling Abroad

In the event you plan to use your Visa® CheckCard or ATM card while traveling abroad, please read these precautions before you begin your trip:

- Notify us prior to your travel departure so that you will have immediate access to your funds while abroad
- Safeguard your card; keep your Visa® CheckCard or ATM card in a safe place at all times
- Protect your Personal Identification Number (PIN); do not write your PIN on your Visa® CheckCard or ATM card
- Know your daily cash withdrawal limit
- Minimize your transactions; fewer transactions will reduce your exposure to fraud and fees
- Retain your receipts so that you can reconcile your Account when your statement arrives

We work hard to protect your Account against fraudulent transactions. In the event we notice unusual card activity, you acknowledge and agree that we may temporarily freeze your Account until we are able to verify the transaction(s) in question with you. Please advise us of your travel plans so that you will have immediate access to your funds. To advise us of your travel plans or in the event you suspect unusual transactions on your Account, call us AT ONCE at 877.839.2737 (Client Support).

Exchanging Foreign Currency

When you use your Visa® CheckCard at a merchant that settles in currency other than in U.S. currency, the transaction amount will be converted to U.S. dollars. The currency conversion rate used to determine the transaction amount in U.S. dollars includes one of these options:

- Rate selected by Visa® from a range of rates available in the wholesale currency markets for the applicable central processing date plus a .80 percent International Service Assessment (ISA) fee.
- Government-mandated rate in effect for the applicable central processing date plus a .80 percent ISA fee.

The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the date the transaction posts to your Account.

Failing to Complete Transfers: Our Liability

If we do not complete a transfer to or from your Account on time or in the correct amount in accordance to our Agreement with you, we will be liable to you for your direct losses or damages not to exceed, in the aggregate, the amount of the transfer, and the recovery of that amount is your sole and exclusive remedy. Notwithstanding the foregoing, there are exceptions to our liability to you. We will not be liable to you in the event:

- Through no fault of ours, your Account does not have sufficient funds to complete the transfer
- The data from a Third Party is not received, incomplete or erroneous
- The recipient is deceased
- The transfer would exceed either your credit limit or overdraft line of credit
- The ATM from which you are conducting the transfer does not have enough cash
- The ATM or system is not working properly and you knew about the issue when you started the transfer
- Circumstances beyond our control prevent the transfer, such as natural disasters, despite reasonable precautions we have taken
- The funds in your Account are subject to legal process or other encumbrance restricting the transfer
- The Account is dormant, in which case we may terminate your card and code access
- The card or code has been revoked due to inactivity or at our discretion

* Other exceptions may be stated in other Agreements we have with you as permitted by law *

Placing a Stop Payment: ATM Card or Visa® CheckCard Non-Recurring Transactions

Unless otherwise provided by separate Agreement between you and us, you acknowledge and agree that you may not request a stop payment order on Electronic Funds Transfers you initiate with an Access Device. Thus, you should exert ordinary care at the point-of-purchase, whether in person, over the telephone or through the Internet, for the purchase of goods or services. Furthermore, unless you are confident that you will not need to request a stop payment order, you should use your judgment in completing the transaction.

Notifying Us of Unauthorized Transfers: Your Liability

This section applies to unauthorized Electronic Funds Transfers involving an Access Device (ATM card and/or Visa® CheckCard). For information which pertains to unauthorized ACH activity, please see the "Returning Revoked/Unauthorized ACH Entries: Consumer" section or the "Returning Unauthorized ACH Entries: Commercial" section, as applicable, of this Agreement.

Notify us AT ONCE if you believe that your ATM card or Visa® CheckCard has been lost or stolen or if you believe that your PIN or similar code has been learned by an unauthorized person. You acknowledge and agree that such notification must be initiated by calling 877.839.2737 (Client Support) followed by written confirmation. Furthermore, you acknowledge and agree that the written confirmation must be received by us within 10 calendar days from the date of your oral notification.

The risk to you in failing to notify us is the potential loss of all funds in your Account, including up to the maximum overdraft line of credit. If you notify us within two (2) Business Days after you learn of the loss or theft, your liability is up to \$50 for an unauthorized Electronic Funds Transfer or series of related unauthorized Electronic Funds Transfers should someone use your ATM card, Visa® CheckCard, and/or PIN or similar code without your permission.

If you DO NOT notify us within two (2) Business Days after you discover the loss or theft of your ATM card, Visa® CheckCard, and/or PIN or similar code and we can prove that we could have stopped someone from using your ATM card, Visa® CheckCard, and/or PIN or similar code had you informed us of the loss of theft, your liability could be as much as \$500.

Failure to notify us of any unauthorized Electronic Funds Transfer should someone use your ATM card, Visa® CheckCard, and/or PIN or similar code within 60 calendar days of when the first periodic statement which reflected such unauthorized activity was mailed or otherwise made available to you could result in additional losses by you of 100 percent.

At our discretion, we may extend the 60 calendar day timeframe when certain events prevent you from notifying us promptly, such as extended travel or hospital stay. Upon verification, we will extend the timeframe set forth herein to a timeframe deemed reasonable under such circumstances in accordance to Regulation E.

Provisioning for Error Resolution

In the event you discover any error, including, but not limited to, an unauthorized transaction involving your ATM card, Visa® CheckCard, and/or PIN or similar code, or if you discover any error on your statement or receipt, notify us AT ONCE by calling 877.839.2737 (Client Support), followed by written confirmation. You acknowledge and agree that the written confirmation must be received by us within 10 calendar days from the date of your oral notification. We will investigate whether an error occurred within 10 Business Days after we have received notice from you and will correct any error promptly. In the event we determine during our investigation that we need more time to complete our investigation, we may take up to 45 calendar days to investigate your notice of an error. Furthermore, if we determine that the alleged error involves a transfer which results from a point of sale transaction, or a transaction initiated outside a state, territory or possession of the U.S., we may take up to 90 calendar days (instead of 45) to investigate.

Upon determination that we need 45 or 90 calendar days to complete our investigation, we will provisionally credit your Account within 10 Business Days of your oral notice in the amount of the alleged error so that you will have use of such funds until our investigation is complete. You acknowledge and agree that the provisional credit is reversed if you do not provide us with your written confirmation within 10 calendar days from the date of your oral notice.

In the event your Account is new and your notice of an alleged error concerns an Access Device transaction that occurred within 30 calendar days after you made the first deposit to your Account, we may take 20 calendar days (instead of 10) to investigate. You acknowledge and agree that the written confirmation must be received by us within 10 calendar days from the date of your oral notification. If we determine that we need more time to complete our investigation, we may take up to 90 calendar days to investigate your notice of an error.

Upon determination that we need 90 calendar days to complete our investigation of the error on your new Account, we will provisionally credit your Account within 20 Business Days of your oral notice in the amount of the alleged error so that you will have use of such funds until our investigation is complete. You acknowledge and agree that the provisional credit is reversed if you do not provide us with your written confirmation within 10 calendar days from the date of your oral notice.

Notwithstanding the foregoing, new or existing Account, we will advise you as to the results of our investigation within three (3) Business Days of completion and if applicable, that the provisional credit is final. Furthermore, if we determine that an error did occur, we will correct the error within one (1) Business Day after our discovery. In contrast, if we determine that an error did not occur, we will advise you as to the date we will debit your Account for the provisional credit.

We will honor all Items for five (5) Business Days after we have debited your Account in an amount up to the provisional credit. Thus, only Items that would have paid had the provisional credit been in place will be honored. Furthermore, we will provide you with a written explanation detailing our decision that an error did not occur. You may request a copy of all documents used in our investigation. We request that all written confirmation and requests for documentation be mailed to our corporate office:

BankDirect®
Attn: Client Support
2350 Lakeside Blvd., Suite 800
Richardson, Texas 75082
Business Days: Monday through Friday (excluding Federal holidays)
Business Hours: 8:00 a.m. - 6:00 p.m. Central Time
Phone: 877.839.2737 (Client Support)
Fax: 877.839.2738 (Client Support)

We require these details in the event you are requesting documentation used during our research to determine whether an error occurred:

1. Your name and account number, if applicable
2. A description of the error or issue which pertains to the Electronic Funds Transfer about which you are inquiring that clearly details why you believe an error occurred or why you are requesting more information
3. The dollar amount of the suspected error or issue and the date it posted to your Account

Lending Your ATM or Visa® CheckCard

In the event we determine through investigation that you loaned your ATM card, Visa® CheckCard or your Personal Identification Number (PIN) or similar code to someone you know to conduct a transaction on your behalf, which in turn exceeds the authority granted by you, the protections of Regulation E do not apply. Under such circumstances, you acknowledge and agree that you bear full liability for such unauthorized activity.

Concerning Illegal Use of Your Visa® CheckCard

You acknowledge and agree not to use your Visa® CheckCard(s) for illegal gambling or other illegal purposes. Furthermore, the display of the Visa® logo on a merchant's Website, for example, does not mean that transactions conducted from the merchant's Website are lawful in all jurisdictions in which you may reside.

Assessing Zero Liability: Your Liability

When an Electronic Funds Transfer involves an Access Device which generates a debit to your checking Account, either ATM card or Visa® CheckCard, your rights and responsibilities are governed by Regulation E. Under such circumstances, the provisions covered in the "Notifying Us of Unauthorized Transfers: Your Liability" section of this Agreement provide the guidelines of your rights and responsibilities in the event you encounter unauthorized activity generated by an Access Device.

Zero liability applies when the transaction involves a revolving line of credit utilizing either a consumer Visa® CheckCard or a business Visa® CheckCard (business with revenues less than \$25 million annually), accessing the Visa® network, which does not directly debit your checking account. Under such circumstances, zero liability provisioned by Visa® bylaws are afforded if you encounter unauthorized activity generated by your Visa® CheckCard. For purposes of business Visa® CheckCards, an unauthorized transaction does not include any transaction conducted by: (1) a business co-owner; (2) the cardholder or person authorized by the cardholder; or (3) any other person with an interest in or authority to transact business on the account. Zero liability will not apply if we determine that you or any authorized cardholder was grossly negligent or fraudulent in the handling of the Visa® CheckCard. In the event an Electronic Funds Transfer meets the criteria for zero liability, we will provisionally credit your Account within five (5) Business Days. Zero liability does not apply to Visa® Corporate Cards.

Restricting/Prohibiting Transfers to Foreign Countries and Nationals

In accordance with the Bank Secrecy Act and other applicable Federal law, we have the right to restrict or prohibit any transfers of funds to a foreign country, or national thereof, identified by the U.S. Government, including the Office of Foreign Assets Control, as a country which may be engaged in activities involving money laundering, terrorism or other criminal activities. Furthermore, at our sole discretion, we have the right to restrict or prohibit any withdrawal transactions (for example, debit transactions) originating from any foreign country.

* MORE DETAILED INFORMATION IS AVAILABLE UPON REQUEST *

This document is divided into three distinct parts: ATM and Night Depository Safety, PIN and Card Safety and Mail and Phone Safety.

ATM and Night Depository Safety

1. Observe your surroundings when using a freestanding ATM facility or night depository. In the event the ATM facility is poorly lit or is in a hidden area, use another ATM facility or night depository. Consider having someone accompany you, especially after sunset.
2. Prepare your transactions at home and have your ATM card or Visa® CheckCard out, ready for use.
3. Protect your PIN while entering on the keypad so that no one can see you entering it. Do not accept assistance from anyone unknown when using an ATM facility or night depository.
4. Do not display your cash; place your cash in your pocket as soon as the ATM transaction is complete. You can count your cash later when in the safety of your own car, home, or other secure area.
5. Lock the doors of your car and keep the windows rolled up (except for the front, driver side window) when using a drive through ATM facility or night depository. Keep the engine running and remain alert of your surroundings.
6. Turn off the engine, lock the doors and keep the windows of your car rolled up when using a freestanding ATM facility or night depository. Keep the keys to your car handy and remain alert of your surroundings.
7. Cancel the ATM transaction in the event you observe suspicious activity, place your ATM card or Visa® CheckCard in your pocket and leave immediately (confirm the cancellation later). Consider using another ATM facility at a different location.
8. Report any suspicious activity or crimes to the operator of the ATM facility or night depository and to local law enforcement officials immediately.
9. Avoid letting someone unknown enter behind you when using an ATM facility or night depository that requires the use of your ATM card or Visa® CheckCard to open the door.
10. Obtain the transaction receipt before leaving the ATM facility. Mark each transaction in your Account record later when you are in the safety of your own car, home, or other secure area.

PIN and Card Safety

1. Report your lost or stolen ATM card or Visa® CheckCard immediately as set forth in the Account Agreement.
2. Sign your new ATM card or Visa® CheckCard immediately upon receipt.
3. Protect your ATM card or Visa® CheckCard as if they were cash.
4. Keep your ATM card or Visa® CheckCard on your person when out (never leave in the glove compartment of your car).
5. Keep your ATM card or Visa® CheckCard and PIN separate.
6. Never write your PIN on your ATM card or Visa® CheckCard or write your PIN on a piece of paper that you keep in your wallet or purse.
7. Refuse to lend your ATM card or Visa® CheckCard to anyone.
8. Never disclose the PIN to your ATM card or Visa® CheckCard to anyone, including personnel at financial institutions, police or merchants.
9. Select a PIN that is not obvious (something other than name, telephone number, date of birth or any simple combination thereof).
10. Verify on a regular basis that your ATM card or Visa® CheckCard are in their allocated place.

Mail and Phone Safety

1. Be aware of high-pressure sales tactics. Record the name, address, and phone number of the soliciting organization. Ask for names of the solicitor's customers so that you may obtain references. Lastly, ask questions; the fewer questions that can be answered may be a sign that the solicitation is not legitimate.
2. Report suspicious telemarketing calls to the Attorney General within your state of residence, the National Fraud Information Office at www.fraud.org or the Better Business Bureau (local office).
3. Refuse to offer your personal information over the phone or through the Internet unless you initiated the call or online communication through the company's secure Website. BankDirect® will never email YOU and request account information.
4. Consult the U.S. Postal Inspection Service with suspicious mail activity. Notify the Post Office immediately if you are no longer receiving mail; you can request that the Post Office trace any forwarding mail orders (remains in postal system for up to 14 calendar days).
5. Notify the Post Office immediately when you are planning to move.
6. Ensure that your mailbox is secure and promptly remove your mail from the mailbox each day mail is delivered.
7. Shred all mail documents which contain your Non-Public Personal Information.

Checking with Interest Account

Rate Information - Your interest rate and annual percentage yield may change. Refer to the separate rate sheet or our website for current rates.

Frequency of Rate Changes - We may change the interest rate on your account at any time.

Determination of Rate - At our discretion, we may change the interest rate on your account. This is a tiered rate account based on the following daily balances:

- **Tier 1** - \$2,500.00 to \$9,999.99
- **Tier 2** - \$10,000.00 or more

Compounding and Crediting Frequency - Interest is compounded daily and is credited to the account on the last day of the statement cycle.

Effect of Closing an Account - If the account is closed before or on the last day of a statement cycle, accrued interest for that period will not be paid.

Minimum Balance to Open the Account - You must deposit \$500.00 to open this account.

Minimum Balance to Avoid Imposition of Fees - A monthly service fee of \$15.00 will be imposed each monthly statement cycle if the average daily ledger balance for the monthly statement cycle falls below \$2,500.00. The average daily ledger balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed - You must maintain a minimum balance of \$2,500.00 in the account each day to obtain the disclosed annual percentage yield.

Daily Balance Computation Method - We use the daily collected balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Fees - An inactivity fee of \$5.00 may be charged each month if your account has no activity (no credits or debits – the posting of interest is not an activity) for 90 days. Please refer to the Schedule of Fees attached to this disclosure for additional information about fees and charges.

Money Market Plus Account

Rate Information - Your interest rate and annual percentage yield may change. Refer to the separate rate sheet or our website for current rates.

Frequency of Rate Changes - We may change the interest rate on your account at any time.

Determination of Rate - At our discretion, we may change the interest rate on your account.

Compounding and Crediting Frequency - Interest is compounded daily and is credited to the account on the last day of the statement cycle.

Effect of Closing an Account - If the account is closed before or on the last day of a statement cycle, accrued interest for that period will not be paid.

Minimum Balance to Open the Account - You must deposit \$500.00 to open this account.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed - You must maintain a minimum balance of \$10,000.00 in the account each day to obtain the disclosed annual percentage yield.

Daily Balance Computation Method - We use the daily collected balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Transaction Limitations - Transfers from a Money Market Plus account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per statement cycle with no more than three by check, draft, debit card, or similar order to third parties.

Note: In accordance with Regulation D, authorized under the Federal Reserve Act, we may convert a money market account to a transactional account or close the account if the money market account has excessive withdrawals for three months during a rolling twelve month period.

Fees - There is no monthly service fee on this account. An excessive transaction fee of \$10.00 may be charged for each transaction in excess of the above limitations. Please refer to the Schedule of Fees attached to this disclosure for additional information about fees and charges.

Regular Savings Account

Rate Information - Your interest rate and annual percentage yield may change. Refer to the separate rate sheet or our website for current rates.

Frequency of Rate Changes - We may change the interest rate on your account at any time.

Determination of Rate - At our discretion, we may change the interest rate on your account.

Compounding and Crediting Frequency - Interest is compounded daily and is credited to the account on the last day of the statement cycle.

Effect of Closing an Account - If the account is closed before or on the last day of a statement cycle, accrued interest for that period will not be paid.

Minimum Balance to Open the Account - You must deposit \$500.00 to open this account.

Daily Balance Computation Method - We use the daily collected balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Transaction Limitations - Transfers from a Regular Savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per month. No transfers by check, draft, debit card, or similar order to third parties are permitted.

Fees - There is no monthly service fee on this account. An excessive withdrawal fee of \$2.00 may be charged for each withdrawal in excess of two during a month.

Certificate of Deposit (Time Account)

Rate Information - You will be paid the disclosed rate until first maturity. Refer to the separate rate sheet or our website for current rates.

Compounding Frequency - Unless otherwise paid, interest will be compounded every day.

Crediting Frequency - Interest will be credited to your account monthly, quarterly or at Maturity when the maturity is less than one year. Alternatively, you may choose to have interest paid to you by check or credited to another account monthly or quarterly rather than credited to this account.

Minimum Balance to Open the Account - You must deposit \$10,000.00 to open this account.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed - You must maintain a minimum balance of \$10,000.00 in the account each day to obtain the disclosed annual percentage yield.

Daily Balance Computation Method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transactions Limitations - You may not make any deposits into your account before maturity. You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account.

Time Requirements - Terms range from 90 days to 60 months.

Early Withdrawal Penalties - (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of less than 91 days:
 - The fee we may impose will equal 30 days interest on the principal amount withdrawn subject to penalty.
- If your account has an original maturity of 91 days up to and including one year:
 - The fee we may impose will equal 90 days interest on the principal amount withdrawn subject to penalty.
- If your account has an original maturity of more than one year:
 - The fee we may impose will equal 180 days interest on the principal amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if the account is part of an IRA or other tax qualified plan.

Withdrawal of Interest Prior to Maturity - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Automatically Renewable Time Account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, interest will not accrue after final maturity. Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term, minimum balance (if any) and other features as the original time deposit. You will have ten calendar days after maturity to withdraw the funds without a penalty.

Non-Automatically Renewable Time Account (By Request Only) - This account will not automatically renew at maturity. If you do not renew the account, interest will not accrue after maturity.

Mileage Checking with Interest Account

Rate Information - Your interest rate and annual percentage yield may change. Refer to the separate rate sheet or our website for current rates.

Frequency of Rate Changes - We may change the interest rate on your account at any time.

Determination of Rate - At our discretion, we may change the interest rate on your account. This is a tiered rate account based on the following daily balances:

- **Tier 1** - \$2,500.00 to \$9,999.99
- **Tier 2** - \$10,000.00 or more

Compounding and Crediting Frequency - Interest is compounded daily and is credited to the account on the last day of the statement cycle.

Effect of Closing an Account - If the account is closed before or on the last day of a statement cycle, accrued interest for that period will not be paid.

Minimum Balance to Open the Account - You must deposit \$500.00 to open this account.

Minimum Balance to Avoid Imposition of Fees - A monthly service fee of \$12.00 will be charged to the account regardless of balance maintained.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed - You must maintain a minimum balance of \$2,500.00 in the account each day to obtain the disclosed annual percentage yield.

Daily Balance Computation Method - We use the daily collected balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Fees - An inactivity fee of \$5.00 may be charged each month if your account has no activity (no credits or debits – the posting of interest is not an activity) for 90 days. Account closed within 90 days of opening are subject to a \$15.00 close out fee per account. Please refer to the Schedule of Fees attached to this disclosure for additional information about fees and charges.

Mileage Money Market Account

Rate Information - Your interest rate and annual percentage yield may change. Refer to the separate rate sheet or our website for current rates.

Frequency of Rate Changes - We may change the interest rate on your account at any time.

Determination of Rate - At our discretion, we may change the interest rate on your account.

Compounding and Crediting Frequency - Interest is compounded daily and is credited to the account on the last day of the statement cycle.

Effect of Closing an Account - If the account is closed before or on the last day of a statement cycle, accrued interest for that period will not be paid.

Minimum Balance to Open the Account - You must deposit \$500.00 to open this account.

Minimum Balance to Avoid Imposition of Fees - A monthly service fee of \$10.00 will be imposed each monthly statement cycle if the average daily ledger balance for the monthly statement cycle falls below \$10,000.00. The average daily ledger balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed - You must maintain a minimum balance of \$10,000.00 in the account each day to obtain the disclosed annual percentage yield.

Daily Balance Computation Method - We use the daily collected balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Transaction Limitations - Transfers from a Mileage Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per statement cycle with no more than three by check, draft, debit card, or similar order to third parties.

Note: In accordance with Regulation D, authorized under the Federal Reserve Act, we may convert a money market account to a transactional account or close the account if the money market account has excessive withdrawals for three months during a rolling twelve month period.

Fees - An excessive transaction fee of \$10.00 may be charged for each transaction in excess of the above limitations. Account closed within 90 days of opening are subject to a \$15.00 close out fee per account. Please refer to the Schedule of Fees attached to this disclosure for additional information about fees and charges.

Mileage Certificate of Deposit (Time Account)

Rate Information - You will be paid the disclosed rate until first maturity. Refer to the separate rate sheet or our website for current rates.

Compounding Frequency - Unless otherwise paid, interest will be compounded every day.

Crediting Frequency - Interest will be credited to your account monthly, quarterly or at Maturity when maturity is less than one year. Alternatively, you may choose to have interest paid to you by check or credited to another account monthly or quarterly rather than credited to this account.

Minimum Balance to Open the Account - You must deposit \$10,000.00 to open this account.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed - You must maintain a minimum balance of \$10,000.00 in the account each day to obtain the disclosed annual percentage yield.

Daily Balance Computation Method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transactions Limitations - You may not make any deposits into your account before maturity. You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account.

Time Requirements - Terms range from 6 months to 24 months.

Early Withdrawal Penalties - (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of less than 91 days:
 - The fee we may impose will equal 30 days interest on the principal amount withdrawn subject to penalty, plus 3% of the principal amount.
- If your account has an original maturity of 91 days up to and including one year:
 - The fee we may impose will equal 90 days interest on the principal amount withdrawn subject to penalty, plus 3% of the principal amount.
- If your account has an original maturity of more than one year:
 - The fee we may impose will equal 180 days interest on the principal amount withdrawn subject to penalty, plus 5% of the principal amount.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if the account is part of an IRA or other tax qualified plan.

Withdrawal of Interest Prior to Maturity - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Automatically Renewable Time Account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, interest will not accrue after final maturity. Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term, minimum balance (if any) and other features as the original time deposit. You will have ten calendar days after maturity to withdraw the funds without a penalty.

Non-Automatically Renewable Time Account (By Request Only) - This account will not automatically renew at maturity. If you do not renew the account, interest will not accrue after maturity.

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.

Type	Fee Amount
Personalized checks	Cost determined by style ordered
Temporary checks	\$3.00 per ten
Cashier's Checks	\$10.00
Personalized deposit slips	\$5.00 per 100
Generic deposit slips	No charge five or less
Postage paid deposit envelopes	No charge
Secure overdraft protection	No charge
Garnishments/ tax levies	\$50.00
Nonsufficient-Funds per item	\$45.00
Uncollected Funds- per item	\$45.00
Special statement cutoff	\$5.00
Account research	\$25.00 per hour, one hour minimum
Hold Statement	\$5.00 per statement per cycle
Account history (Instant Statement)	\$3.00 per request
Stop payments- check	\$30.00
Stop payments- ACH payment	\$30.00
Collection items	
Outgoing	\$20.00
Incoming	\$20.00
Bond coupon redemption	\$10.00 per issue
Check copies	\$3.00 per copy
Statement copies	\$3.00 per copy
Chargeback Item	\$12.00
Re-deposit Chargeback item	\$2.00
Deliveries	
Overnight	\$15.00 or more depending on location
2-Day	\$7.00
Saturday Additional	\$10.00 or more depending on location
Wire Transfers	
Domestic Incoming	No Charge
International Incoming	\$10.00
Domestic Outgoing	\$22.50 plus receiving bank charges
International Outgoing	\$40.00 plus receiving bank charges
Closed account fees	
Cashier's Check Issued	\$10.00
Domestic Outgoing Wire	\$22.50 plus receiving bank charges
International Outgoing Wire	\$40.00 plus receiving bank charges
AAdvantage® Mileage Close Out Fee (Closes within 90 days of opening)	\$15.00

We may require not less than seven (7) days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. 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 notice of penalty for early withdrawal.