



# DEPOSITORY AGREEMENT AND DISCLOSURES



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# WELCOME TO FIRST COMMAND BANK

Thank you for choosing First Command for your banking needs. Please read this entire Agreement carefully so you understand your rights and obligations for your Account and deposit relationship with us and keep it in a convenient place for future reference. Additional terms and rules applicable to your Account held at FCB may be provided in:

- (a) Written disclosures and other pricing or business information terms that we provide to you when your Account is opened, such as the Truth-In-Savings Disclosure, as updated and modified from time to time;
- (b) Disclosures that we make available when you use additional or different Services or new Accounts;
- (c) Any periodic statements, manuals or guides whether in print or electronic;
- (d) Our Privacy Notice or related notice;
- (e) Other disclosures we provide with respect to debit cards, credit cards, or overdraft coverage

As used in this Agreement the words "we," "us," "our" or "FCB" means First Command Bank, and the words "Customer," "you," and "your" mean the Account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Account. However, this Agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this Account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization.

The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so the singular includes the plural and the plural includes the singular. "Authorized Party" means a person who, by the terms of an Account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent. In the event there is any conflict between this Agreement and other agreements or terms we provide to you when you use additional or other Services, the terms and conditions contained in the written disclosures and additional agreements will govern to the extent of the conflict with regards to the applicable products or Services. If there is a conflict between the terms of this Agreement and something said by one of our representatives, the terms of this Agreement will be controlling.

## DEFINITIONS

"Access Credentials" means the username, access ID, personal identification numbers, identification codes, passwords, and other identifying and authentication inputs, tokens or authentication device, equipment or software that Customer uses to access the Services.

"Access Device" means a card, code, or other means of access to an Account, or any combination thereof, that may be used by the consumer to initiate Electronic Fund Transfers.

"Account" means any deposit account maintained by Customer at FCB. "Agreement" means this Depository Agreement And Disclosures.

"Applicable Law" means all applicable federal and State laws, rules and regulations as in effect from time to time governing or relating to the Agreement or the Services, including, without limitation, the Bank Secrecy Act, the U.S.A. PATRIOT Act, the NACHA Rules, and the rules of any funds transfer system, the Travel Rule, and the rules of, and regulations administered by, the Office of Foreign Assets Control, the U.S. Treasury Department and the Financial Crimes Enforcement Network.

"Associations" means, collectively, the regional or national associations that operate payment card networks through which a debit or credit card may be accepted and processed from time to time, including, but not limited to, MasterCard, VISA, Discover, Maestro, Cirrus, PLUS, Interlink, PULSE, SHAZAM, STAR, NYCE, MoneyMaker, Money Belt, MoneyPass, NACHA and other ATM/POS networks.

"Authorized User" means you and any other individual with the authority to deposit, withdraw, or exercise control over the funds in the Account.

"Business Day" means a calendar day other than a Saturday or a Sunday, or other day on which FCB is authorized or required to be closed.

"Capture Device" means any device acceptable to FCB that provides for the capture of images from original Items and for transmission through the clearing process.

"Check" shall have the definition set forth in Check 21.

"Check 21" means the Check Clearing for the 21st Century Act, as well as a Subparts A and D of Federal Reserve Board Regulation CC, as amended from time to time. "Due Date" means the date when funds are required to be repaid.

"Electronic Fund Transfer" or "EFT" 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 an account.

"IRD" or "Image Replacement Document" means (a) a Substitute Check as defined in Check 21; or (b) the paper reproduction created when an Item cannot be converted to an ACH transaction.

"Item" means an instrument or a promise or order to pay money handled by FCB for collection or payment. "Mobile Device" means any mobile or handheld electronic device with Internet connectivity that is able to access FCB's Online Banking Services.

"Online Banking Services" means the Service which allows you to access and use other Services and perform various banking functions relating to your Account via the Internet.

"Operating Rules" means, collectively, the regulations and procedures issued by the Associations, as amended from time to time.

"Overdraft Charge" means a fee assessed by FCB for each Item paid using Overdraft Protection.

"Overdraft Protection" means the service provided by FCB for the benefit of you which permits an Item to be honored when the Item would otherwise be returned because the Account did not contain sufficient funds. Paying an Item using Overdraft Protection may result in an Overdraft Charge if the Account does not otherwise have sufficient funds.

"Overdraft Protection Limit" means the total amount of funds made available to the account under "Overdraft Protection" for the purpose of paying Items that would otherwise be returned.

"Payor" means consumers or businesses who make payments to you by means of Items.

"Policy Notice" means FCB's then-current Privacy Notice governing its collection, use, and retention of customer information.

"Service(s)" mean the specific service(s) provided by FCB, including Mobile Deposit Services as defined in this Agreement. Services also include any applicable support services.

"Service Start Date" means the date you can first access the Services.

"Technology" means FCB's or its vendor's or subcontractor's hardware, software, applications or processes designed to facilitate electronic access to and use of your Account or Services. Technology may include but is not limited to customer service support, reports, software, software tools, user interface designs, documentation and any derivatives, improvements, enhancements or extensions thereof developed or provided by FCB or its vendors or subcontractors and used in the provision of Services hereunder.

"Term" shall mean the term of this Agreement beginning as of the Services Start Date until termination as provided herein.

"Website" refers to all [www.firstcommand.com](http://www.firstcommand.com) websites and all other web pages maintained by us and accessible through [www.firstcommand.com](http://www.firstcommand.com). It also includes any other website or web pages you can access only after you enter into this Agreement. It does not include any website that has its own separate agreement governing online access, or any other third-party website not hosted and/or maintained by FCB.

## DEPOSITORY AGREEMENT

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law, including the USA PATRIOT Act, requires all financial institutions to obtain, verify, and record information that identifies each person and entity who opens an account. When you open an Account with FCB, you must provide FCB with your name, date of birth, social security number, business entity name, principal and local (if different) address, date of

establishment, employer identification number and other information. FCB may also seek additional information or documents. You agree that FCB may seek information about you from third parties to confirm your organization and identity and for other Account related purposes. FCB is required to follow these procedures even if you are already a FCB customer.

In addition, federal laws and regulations require FCB to collect information reasonably designed to identify and verify the beneficial owners of a legal entity that is FCB's customer. FCB may, from time to time, require that you provide additional documentation to FCB to verify your identity, the authority of individuals acting on your behalf, the nature and purpose of that relationship and other matters relating to your Account.

**AGREEMENT** – This Agreement, along with any other documents we give you pertaining to your Account, is a contract that establishes rules which control your account with us. Please read this Agreement carefully and retain it for future reference or visit [www.firstcommand.com/legal/bank](http://www.firstcommand.com/legal/bank). If you sign the signature card or open or continue to use the Account, you agree to these terms and conditions. You will receive a fee schedule. If you have any questions, please call us at the phone number listed on the last page of this document.

This Agreement is subject to Applicable Law, including the laws of the State of Texas and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this Agreement can and does vary such rules or laws). Nothing in this Agreement is intended to vary our duty to act in good faith and with ordinary care when required by law. The body of State and federal law that governs our relationship with you, however, is too large and complex to be reproduced here.

The purpose of this Agreement is to:

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

If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this Agreement, Account, and applicable fee schedule or visit [www.firstcommand.com/legal/bank](http://www.firstcommand.com/legal/bank). You authorize us to deduct these charges, without notice to you, directly from the Account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this Agreement.

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

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

**GOVERNING LAW** - This Agreement shall be governed by, interpreted under and construed in accordance with the laws of the State of Texas, without regard to any State conflict of law provisions. This Agreement shall also be governed by applicable federal law. To the extent that the terms of this Agreement conflict with applicable State or federal law, such State or federal law shall replace such conflicting terms only to the extent required by law.

**LIMITATION OF LIABILITY** - Notwithstanding any provision to the contrary, FCB will only be responsible and liable for our own lack of good faith and our own failure to exercise ordinary care in handling Items for collection or deposit in accordance with Applicable Law, and only to the extent those laws impose such duties upon FCB. However, FCB shall not be liable for a clerical error, an oversight, or an honest mistake in judgment in handling such Items.

To the extent permitted by law, and except as otherwise expressly provided herein, you agree that FCB will have no liability whatsoever for any damage, loss, expense, cost, or liability, including, without limitation, fines, penalties, reasonable attorneys' fees and court costs (collectively, a "Loss") arising out of FCB's action or non-action under this Agreement, even if such Loss arises, in whole or in part, from FCB's negligence, except for any direct damages arising from FCB's gross negligence or willful misconduct. FCB's duties and responsibilities to you are strictly limited to those described in the Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. FCB WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR LOST PROFITS THAT YOU MAY INCUR OR SUFFER IN CONNECTION WITH THE ACCOUNT(S) OR SERVICES PROVIDED HEREUNDER (EVEN IF FCB HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES. Notwithstanding anything to the contrary herein, in no event will FCB's liability under this Agreement for any Loss of any kind exceed an amount equal to the amount of Items received by FCB from you for Services during the month preceding the date on which the claim first accrued.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FCB AND ITS AFFILIATES, SERVICE PROVIDERS, AND SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT ANY OF THE SERVICES, ANY EQUIPMENT, OR ANY SOFTWARE DESCRIBED IN THIS AGREEMENT, AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS, AND THEN ONLY TO THE EXTENT, DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW. THE INFORMATION AND MATERIALS CONTAINED IN THE SERVICES, ONLINE BANKING SYSTEM, MOBILE APP, AND WEBSITE, INCLUDING TEXT, GRAPHICS, LINKS OR OTHER ITEMS ARE PROVIDED "AS IS," "AS AVAILABLE." FCB DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS.

To the fullest extent permitted by Applicable Law, and without limiting the generality of the foregoing, FCB shall not be liable at any time to you for Losses resulting from any failure or delay of the performance of FCB's responsibilities under the Agreement which is caused or occasioned by any act or thing beyond FCB's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, acts of God, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining wire services, Internet access, electronic transfers, or electronic file exchange, or refusal or delay by a service provider or another bank or financial institution. In addition, FCB shall be excused from any failure or delay in executing a transaction hereunder if such execution would result in the violation of any applicable law, rule, regulation or guideline. You agree that FCB shall not have any liability whatsoever for any Loss caused by or resulting from: (i) your act, error, or omission or the act, error or omission of any Internet service provider, any federal reserve bank or transmission or communications facility or any intermediary or receiving financial institution; (ii) any interception of any information relating to you or your transactions as a result of (A) you communicating information to FCB, or (B) use of the Internet or other application; or (iii) any other matter, including without limitation, any act or omission by any other financial institution, funds transfer system, or any other third party, or for the inaccuracy or omission in a notice or communication received by FCB from you.

**INDEMNIFICATION** - You agree, at your expense, to defend, indemnify, hold harmless, protect and fully compensate FCB, its affiliates, and their respective officers, directors, employees, consultants, agents, distributors, partners, licensors and third-party providers from any and all claims, liability, damages, losses, expenses and costs (including attorneys' fees) caused by or arising from (a) a third-party claim, action or allegation of infringement based on your use of the Account or Services, or information, data, files or other content you provided, created, submitted, or uploaded; (b) any fraud, manipulation, or other violation of law by you; (c) a breach of this Agreement by you; (d) your acts or omissions; or (e) any third-party claim, action or allegation brought against FCB arising out of or relating to a dispute between its users over the terms and conditions of a contract or related to the purchase and sale of any Services or account products. For the avoidance of doubt, your obligations hereunder shall extend to indemnification

based on the acts and omissions of any fiduciary acting on your behalf (e.g., trustee, court-appointed guardian, or agent acting under a power of attorney). Additionally, if you are a business entity, your obligations hereunder shall extend to indemnification based on the acts and omissions of your Authorized Persons and Authorized Parties and any other employees, consultants and agents. This provision shall survive the termination of this Agreement.

**AUTHORIZED PERSONS AND FORMS** - The forms FCB requires when you open an Account may include, but may not be limited to, account resolutions, a signature card and other documents that establish the authority of the person or persons authorized to access your Accounts and conduct banking business with FCB. An "Authorized Person" is any person identified to FCB as such or as an agent of you in the account resolutions you give FCB or other Account implementation forms FCB requires, and any other person or agent acting for you with actual or apparent authority to transact business on your behalf. FCB may require additional information and documents for these purposes at any time. You agree to keep the information you provide FCB current and up to date including any change in your business name, address, Authorized Persons and contact information. You authorize FCB to recognize the authority of each Authorized Person until FCB receives authorized written notice that the existing authorization is changed or terminated and FCB has had a reasonable opportunity to act on that notice. FCB is not responsible for any losses if you fail to timely and properly notify FCB of changes in such information, authorizations or Authorized Persons. FCB is not obligated to honor checks or process transactions until FCB receives properly completed authorization forms.

**DEPOSITS** – Deposits of any amount may be made in person, by mail, through select FCB Automated Teller Machines ("FCB ATMs"), through an Electronic Funds Transfer system, or through one of FCB's night depositories, subject to FCB verification and the terms of this Agreement; provided that FCB retains the right to refuse, limit, or return your deposit. You represent, warrant and covenant that you have the full legal right and authority to deposit any Items presented into your Account. The foregoing notwithstanding, deposits made using the Mobile Deposit Service may be subject to certain limits; for more information regarding these limits, please visit an FCB branch, contact your FCB relationship officer, contact FCB at the telephone number listed herein, or visit [www.firstcommand.com](http://www.firstcommand.com). These transactions are subject to the terms stated in Electronic Fund Transfers Section of this Agreement.

FCB may refuse to accept or may return any Check or other Item for deposit, including those Items that are not properly endorsed. All Checks for deposit should be endorsed by everyone to whom they are made payable. We may accept any Item for deposit payable to any Account holder on the Account, even if it is not endorsed by you and if an endorsement is made electronically or by other computer or mechanical device. You agree that FCB may endorse and accept these Items and agree to hold FCB harmless for supplying or guaranteeing your missing endorsement or for accepting illegible or improper endorsements on Items deposited into your Account. At our option, we may refuse Items that are endorsed by third parties or require that they be verified or guaranteed. You warrant that all endorsements are genuine. You authorize FCB to accept any Item without a written signature, such as an electronic check conversion transaction, with an electronic signature, that is converted to an Electronic Fund Transfer, or where FCB cannot examine the signature. FCB is not bound by any conditional or restrictive endorsement on a Check you deposit, or for any endorsement "without recourse". If you want to make a large cash deposit, FCB may, but is not obligated to, require that you provide adequate security or exercise other options to lessen risks.

We will give only provisional credit until collection is final for any Items, other than cash, that we accept for deposit, including Items drawn "on us". Before settlement of any Item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the Item and even if we provide you provisional credit for the Item. We may reverse any provisional credit for Items that are lost, stolen, or returned. If funds from a deposited Item are available for withdrawal, that does not mean the deposited Item has been collected or has been paid by the payor bank. Items may be lost, stolen, or returned to us unpaid after we have made the funds available to you and you have withdrawn them. If an Item is returned to us unpaid for any reason, we may subtract the amount of the returned Item from your account, together with any interest earned on the deposit and any applicable returned Item fee, even if this causes your Account to become overdrawn. Unless prohibited by law, we also reserve the right to charge back to your Account the amount of any Item deposited to your Account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned Items without giving you notice, and in attempting to collect we may permit the payor bank to hold an Item beyond the midnight deadline.

Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate established by us on the Business Day when such exchange is processed. Currency exchange rates are determined in our sole discretion based on factors such as market conditions and risk, and economic and business factors. Currency exchange rates will be applied to these deposits without notice to you. You agree to this procedure and accept our determination of the currency exchange rates. We are not responsible for transactions by mail or outside depository until we actually record them.

We will not be responsible for an Item that is lost while not in our possession. The amount of your deposit is based on the amount shown on the deposit slip or otherwise provided by you when the deposit is made. After your deposit is made, we may verify the accuracy of the deposit amount. If we determine that a deposit amount is incorrect, we may adjust (credit or debit) your Account for any discrepancy, although we reserve the right not to do so if the discrepancy is less than our standard adjustment amount. We may change our standard adjustment amount at any time without notice to you. If you believe the amount credited to your Account for a deposit is incorrect or you disagree with our adjustment, you must notify us within the notice period specified below in the section titled "Statements," otherwise the deposit or adjustment amount will be considered final. That means if the actual amount deposited was less than the amount stated on your deposit slip, the difference will become your property and if the actual amount deposited was more than the amount stated on your deposit slip, the difference will become our property.

We will treat and record all transactions received after our "daily cutoff time" on a Business Day, or received on a non-Business Day, as if initiated on the next Business Day. Deposits received at our night depositories are not considered received by us until we remove and record them. All transactions received after our "daily cutoff time" on a Business Day, or that we receive on a day we are not open for business, will be considered received on the next Business Day. At our option, we may take an Item for collection rather than for deposit. If we accept a third-party Check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements or endorse in our presence. It is our practice to re-clear/re-run Checks that are deposited in your Account and returned whenever legally permissible. You will be charged a return of funds fee (charge back fee) for returned Checks. Please refer to [www.firstcommand.com/legal/bank](http://www.firstcommand.com/legal/bank) for a current list of fees.

## WITHDRAWALS

**Generally.** You may make withdrawals from your Account in any manner that is permitted by us for the type of Account you have. Unless clearly indicated otherwise on the Account records, any of you, acting alone, who signs to open the Account or has authority to make withdrawals may withdraw or transfer all or any part of the Account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any Item payable to you or your order for deposit to this Account or any other transaction with us. We may require advance notice of large cash withdrawals, and may require that you provide adequate security when you accept the cash.

Your available balance is the balance in your Account after deducting (1) deposits that are not yet available for withdrawal under our funds availability disclosure, (2) pending transactions (such as debit card purchases) that FCB has authorized but have not yet been paid from your Account and (3) any holds on your Account.

The available balance does not reflect all your outstanding Checks, automatic bill payments (including ACH and recurring debit card transactions), or other transactions that you have authorized but have not yet been paid from your Account.

**Postdated Checks.** A postdated Check is one which bears a date later than the date on which the Check is written. If a postdated Check is presented for payment, we may pay the Check and charge it to your Account even if it is presented for payment before the date stated on the Check. If you do not want us to pay a postdated Check you must place a stop payment order on it.

**Stale-Dated Checks.** We are not obligated to, but may at our option, pay a Check, other than a certified Check, presented for payment more than six (6) months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described herein.

**Checks and Withdrawal Rules.** We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We are not required to honor any restrictive legend on Checks you write unless we have agreed to the restriction in writing signed by an officer of FCB. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more

than \$1,000.00." We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your Checks.

We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the Account until your identity is verified.

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

If we are presented with an Item drawn against your Account that would be an IRD, but for an error or defect in the Item introduced in the IRD creation process, you agree that we may pay such Item.

Knowing when funds you deposit into your Account will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those Accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. We may determine the amount of available funds in your Account for the purpose of deciding whether to return an Item for insufficient funds at any time between the time we receive the Item and when we return the Item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the Account balance at the subsequent time will determine whether there are insufficient available funds.

**Transfer Limitations.** For savings and money market accounts you may make up to six (6) transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another Account of yours or to a third party or by Check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four (4) weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your Account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through an automated clearing house. If the transfer or withdrawal is initiated in person, by mail, or at an ATM, then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other Accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

**Telephone Transfers.** A telephone transfer of funds from this Account to another Account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings Account to another Account or to third parties, to a maximum of six (6) per month (less the number of "preauthorized transfers" during the month). Other Account transfer restrictions may be described elsewhere.

**Other Than In Writing Instructions.** Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or email, or leave by voice mail or on a telephone answering machine.

**Multiple Signatures, Electronic Check Conversion, and Similar Transactions.** An electronic check conversion transaction is a transaction where a Check or similar Item is converted into an Electronic Fund Transfer. In these types of transactions, the Check or similar Item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the Check to examine the signatures on the Item. You agree that, as to these or any Items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of Withdrawal.** We reserve the right to require not less than 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.

**Overdrafts and Returned Items.** When you do not have enough available funds in your Account to cover all the Items presented during the day, an Overdraft or Returned Item situation may occur.

We have no obligation to pay any Item or honor any withdrawal request unless you have sufficient funds available in your Account to pay the Item when it is presented or when the withdrawal request is made. If there are insufficient funds in your Account, we may, at our discretion, process the transaction and create an overdraft in your Account or reject the request or return the Item for a fee. We may charge a fee, for paid, rejected, or returned Items or withdrawal requests as stated in our fee schedule. Be aware that such an Item or withdrawal request may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment.

You understand that we may, at our discretion, honor Items and withdrawal requests that overdraw your Account. However, the fact that we may honor Items and withdrawal requests that overdraw the Account balance does not obligate us to do so later. You can NOT rely on us to pay overdrafts on your Account regardless of how frequently or under what circumstances we have paid overdrafts on your Account in the past. We can change our practice of paying overdrafts on your Account without notice to you. You can ask us if we have other Account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as Overdraft Protection that sweeps funds from another Account you have with us. You agree that we may assess an Overdraft Fee. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and Overdraft Charges.

You agree that we may charge you a fee each time a payment is presented if the amount of money in your Account is not sufficient to cover the payment, regardless of the number of times the payment is presented. If we reject the request or return the Item, we will charge a fee. We will charge your Account an Overdraft Fee if we process the transaction, and your Account is overdrawn. For consumer Accounts, we will not assess an Overdraft Fee caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to Overdraft Protection. The fee amounts are available upon request and listed at [www.firstcommand.com/banking/personal/checking/fees](http://www.firstcommand.com/banking/personal/checking/fees). A summary of all paid Item fees as well as all return Item fees can be found on your monthly FCB statement. The Current Month totals as well as the Year To Date totals are displayed for your reference.

We encourage you to keep careful records and practice Good Account management. Your Account history and pending Items are updated throughout the day and can be reviewed by logging into your online banking profile. This will help you to avoid writing Checks or making other transactions without sufficient funds available and incurring possible fees.

## ACCOUNT OWNERSHIP TYPES

**Uniform Single-Party or Multiple-Party Account Selection Form Notice.** For consumers, the type of Account you select may determine how property passes on your death. Your will may not control the disposition of funds held in some of the following Accounts. You may choose to designate one or more convenience signers on an Account, even if the Account is not a convenience Account. A designated convenience signer may make transactions on your behalf during your lifetime but does not own the Account during your lifetime. The designated convenience signer owns the account on your death only if the convenience signer is also designated as a P.O.D. payee or trust account beneficiary.

**Single-Party Account Without "P.O.D." (Payable On Death) Designation.** The party to the Account owns the Account. On the death of the party, ownership of the Account passes as a part of the party's estate under the party's will or by intestacy.

**Single-Party Account With P.O.D. Designation.** The party to the Account owns the account. On the death of the party, ownership of the Account passes to the P.O.D. beneficiaries of the Account. The Account is not a part of the party's estate.

**Multiple-Party Account Without Right Of Survivorship.** The parties to the Account own the account in proportion to the parties' net contributions to the Account. The financial institution may pay any sum in the Account to a party at any time.

**Multiple-Party Account With Right Of Survivorship.** The parties to the Account own the Account in proportion to the parties' net contributions to the Account. The financial institution may pay any sum in the Account to a party at any time. On the death of a party, the party's ownership of the Account passes to the surviving parties.

**Multiple-Party Account With Right Of Survivorship And P.O.D. Designation.** The parties to the Account own the Account in proportion to the parties' net contributions to the Account. The financial institution may pay any sum in the Account to a party at any time. On the death of the last surviving party, the ownership of the Account passes to the P.O.D. beneficiaries.

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

**UTMA/UGMA Accounts.** If this account is a Uniform Transfer/Gift to Minors Act (UTMA/UGMA) savings Account, you agree that this Account will be governed by the Uniform Transfer/Gift to Minors Act of the State where the Account is opened. All funds deposited in the Account irrevocably become the property of the minor, but are to be managed for the minor's benefit by the custodian until the minor reaches the age of 18 or 21, depending on State law, at which time the custodian is responsible for distributing the funds to the minor. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA/UGMA Account, even though our records may include the minor's date of birth. Only one custodian (who must be 21 or older) and one minor are allowed per Account. The law imposes certain fiduciary and record keeping obligations on an UTMA/UGMA Account custodian and requires that interest earnings are reported to the IRS under the minor's Social Security Number.

**Account For Minors.** For an Account established by or for a minor, FCB reserves the right to require the minor Account owner to have a parent/guardian joint Account owner who is at least eighteen (18) years of age who shall be jointly and severally liable to FCB for any returned item, overdraft, or unpaid charges or amounts on such Account. FCB may make payment of funds directly to the minor without regard to his or her minority upon consent of the parent/guardian joint owner. The signature card will serve as the consent in regard to withdrawals by the minor. FCB has no duty to inquire of the use or purpose of any transaction by the minor or joint Account owner.

**Business, Organization and Association Accounts.** Business Accounts, other than those owned by a sole proprietorship, are payable to the business organization, not to any individual director, shareholder, member or partner. If the Account owner is a sole proprietorship, the sole proprietor has chosen to conduct the business as his or her own property rather than through a business organization. If you change your form of ownership, you must notify us promptly following such change. Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this Account on behalf of the entity. We may require the governing body of the entity opening the Account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we receive written notice of a change from the governing body of the entity.

**Fiduciary Accounts.** Fiduciary Accounts may be established by one person or entity acting for the benefit of another person or entity in a fiduciary capacity. These Accounts may be opened by a legal representative or another party, such as a receiver appointed by a court order, an escrow agent under an escrow agreement or a trustee under a trust agreement. We require documentation, satisfactory to us, that authorizes you to act as a fiduciary before we establish a fiduciary Account for you. FCB has no obligation to monitor or enforce the terms of any document authorizing the actions of the fiduciary, nor do we have any fiduciary duties to the person that opened the Account or the beneficiaries of the Account. You understand that by merely opening such an Account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**POWERS OF ATTORNEY** - Each person listed on a signature card, resolution or certification of authority as being authorized to make withdrawals, transfers by Check or otherwise may provide similar rights to a person pursuant to a legally effective power of attorney and such person granted a power of attorney will have the access and authority of the person granting such authority provided that the power of attorney is delivered and approved by FCB and we have not received written notice that such power has been rescinded or otherwise terminated. We undertake no obligation to notify joint holders of our receipt of such a power of attorney. We have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney or where State law otherwise entitles us to rely upon a power of attorney.

## STOP PAYMENTS

**Checks.** If you wish to stop payment on a Check drawn on your Account, you must complete a stop payment request or you must notify FCB and this notification must be accepted by FCB before the Check is paid. The stop payment request can initially be made by phone or in writing and must include the check number, date, amount, and payee of the Check. The stop payment request will become effective twenty-four (24) hours after FCB's acceptance. We may send you a written confirmation of your stop payment request. Your stop payment request will be considered confirmed either twenty-four (24) hours after FCB's acceptance or upon FCB sending you a written confirmation, as applicable. We may rely on the information in the written confirmation unless you notify us immediately of any errors. A confirmed stop payment request is binding upon FCB for only one hundred and eighty (180) calendar days unless renewed in writing. When the stop payment request expires, we may pay the Check and have no duty to notify you. You may not issue a stop payment on a cashier's or certified check. We are not responsible for stop payment requests with incorrect information. Any joint owner or authorized signer can release a stop payment request previously requested on the Account. If you have a joint Account, we will accept a stop payment request or the release of a stop payment request, from any of the joint owners regardless of who signed the Check. Please refer to the fee schedule or visit [www.firstcommand.com/legal/bank](http://www.firstcommand.com/legal/bank) for the current service fee for each stop payment request you give us.

You agree to indemnify FCB for any damages or expenses, including attorneys' fees, we incur due to your stop payment request. You assign to us all rights against the payee or any other holder of the Item. You agree to cooperate with us in any legal actions that we may take against these parties. Applicable Law may permit other limitations on our obligation to stop payments.

**Cash or One-Time Debit Transactions.** You are not permitted to stop payment on any purchase or cash withdrawal originated by use of the Card for one-time debit transactions, and we have no obligation to honor any such stop payment request by you.

**Electronic Fund Transfers.** You have no right to cancel or otherwise stop any EFT instruction after it has been received by us. However, to the extent permitted by Applicable Law, we will use our reasonable efforts to act on your request to cancel any such instruction before we process it, but we will have no liability if such cancellation is not affected. To the extent permitted by Applicable Law, we will also use reasonable efforts to, upon your request, reverse an ACH transfer after we have processed such transfer, but we will have no liability if such reversal is not affected.

**Preauthorized Transfers.** If you have told us in advance to make regular payments out of your Account to a third party, you can stop any of these payments by calling or writing us at the address and phone number listed on the last page of this document.

We must receive your stop payment request at least three (3) Business Days before the payment is scheduled to be made. If you call, we may require you to confirm the request in writing. If you do not notify us in writing, we may remove the stop payment after fourteen (14) days. We may rely on the information in the confirmation unless you notify us immediately of any errors. Once we have processed your stop payment request and have collected the required service fee (as listed in the fee schedule), we will stop all payments, in the amount indicated by you, to the third party named in your stop payment request unless you instruct us in writing to resume making such payments.

**AMENDMENTS AND TERMINATION** – We can change these terms at any time. If we are required to notify you of a change in terms, we will provide such notice of change in terms by posting notice at an FCB branch, by mailing notice to you at the address shown on our records, providing notice on any periodic statements, manuals, or guides whether in print or electronic, by posting the updated disclosure on FCB's website, or by any other

appropriate means allowed by Applicable Law. If we notify you of a change in any term of your Account and you do not close your Account when the change becomes effective, you have agreed to the new terms.

We may also close your Account at any time upon reasonable notice to you and tender of the Account balance personally or by mail. Items presented for payment after the Account is closed may be dishonored. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or Account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your Account, we might immediately freeze or close your Account and then give you notice.

When you close your Account, you are responsible for leaving enough money in the Account to cover any outstanding Items to be paid from the Account. If your Account balance is \$5.00 or less, we will not mail you a cashier's check for the balance, but you may transfer the monies to another FCB Account, wire the monies out, write a personal check or make a withdrawal.

**WAIVER** - No term of this Agreement shall be deemed waived unless the waiver shall be in writing and signed by an authorized officer of FCB. Any failure by FCB to insist upon your strict performance of any of the terms of this Agreement shall not be deemed or construed as a waiver of these or any other terms. FCB shall not, by mere lapse of time, be deemed to have waived any breach by you of any terms or provisions of this Agreement.

**RELATIONSHIP OF PARTIES** – You and FCB are independent parties and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between FCB and you. Neither you nor FCB will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

**SEVERABILITY** - If any provision or a portion thereof, of this Agreement or its application to any party or circumstance shall be declared void, illegal, or unenforceable, the remainder of the provision and the Agreement shall be valid and enforceable to the extent permitted by law.

**NOTICES** - Any notice you provide to us will be effective upon our receipt of such notice, provided that we have had a reasonable time to review and act upon your notice. If the notice is regarding a Check or other Item, you must give us sufficient information to be able to identify the Check or Item, including the precise Check or Item number, amount, date and payee.

All notices to be delivered by you to FCB pursuant to this Agreement can be made to the postal address (via nationally recognized overnight courier or hand delivery) indicated at the end of this Agreement, as applicable pursuant to the terms of this Agreement and the requirements of the notice.

If you are required to provide us notice related to any applicable law, court order, or other legal process, such notice shall be provided via certified mail, postage-prepaid to the postal address indicated at the end of this Agreement.

Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

**STATEMENTS** - For checking and money market Accounts, a monthly cycled statement will be sent to you summarizing the activity of your Account. A savings Account will issue a written statement at least once during each calendar quarter to report deposits, credits, withdrawals or any changes to your savings Account.

Account statements may automatically be combined for Accounts with the same title or at your request.

If you request at any time to discontinue receiving mailed statements, you will be deemed to have agreed to pick up copies of your Account statements and review them regularly. In such event it will not be deemed a defense or excuse to any requirement herein that you review and notify FCB of irregularities within specified time frames.

**Your Duty to Report Missing Statement.** You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your Account, such as possible fraud or identity theft.

**Your Duty to Inspect and Report Unauthorized Signatures, Alterations, Forgeries, and Other Errors.**

You must examine your Account statement within thirty (30) days. If you discover (or reasonably should have discovered) any unauthorized signatures, alterations, or other errors (such as an encoding error or an unexpected deposit amount) you must promptly notify us of the relevant facts. Also, if you receive or we make available either your Items or images of your Items, you must examine them for any unauthorized or missing endorsements or any other problems. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss).

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or other errors in your Account within sixty (60) days of when we first send or make the statement available, you cannot assert a claim against us on any Items or errors in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care.

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

**CLAIM OF LOSS** - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen Checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

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

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

**DISCLOSURE OF ACCOUNT INFORMATION** - It is our policy not to disclose information to third parties about your Account or the transactions you execute, except: (a) where it is necessary for completing transactions; (b) in order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant; (c) in order to comply with government agency or court orders; (d) where we have closed your Account due to an overdraft(s), we may disclose this fact to consumer reporting agencies; (e) we may disclose to our affiliates the mere fact that you have an Account with us and your name and address; (f) if you give us your written permission; or (g) as explained in the Privacy Notice.

**CASH TRANSACTION REPORTING** - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

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

**SETOFF** - We may (without prior notice and when permitted by law) set off the funds in the Account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a promissory note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the promissory note at the time we set off, including any portion of the balance for which we have properly accelerated the due date. You further grant FCB a first priority security interest in all Accounts held by you now or in the future with FCB or any of its affiliates to secure payment of any and all obligations under this Agreement; provided that this security interest shall be subordinate to any security interest separately agreed to in writing by FCB.



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

**PAYMENT ORDER OF ITEMS** - The law permits FCB to accept or pay Items in any order. In order to assist you in handling your Account with us, we are providing you with important information regarding how we process Items against your Account.

Generally, the policy of FCB is to apply credits first, then debits, ordered by lowest amount to highest amount. FCB may establish payment categories and choose to post Items within those categories in a certain order, such as credits before debits or smallest dollar to largest dollar. FCB may also assign a higher priority posting order to certain payment categories such as loan payments. FCB may, at its sole discretion, change its posting categories or priorities at any time without notice to you.

**INTEREST RATES AND CALCULATIONS FOR INTEREST-BEARING ACCOUNTS** - Current rate information may be obtained from FCB during business hours. Interest will be credited directly to your Account unless otherwise provided in this Agreement or additional agreement or disclosure or FCB agreed to a different interest crediting method for your Account.

Interest-bearing Accounts, other than certain certificates of deposit, are variable rate Accounts. That means that FCB may in its sole discretion change the interest rate on your Account at any time.

Interest for all interest-bearing Accounts will be computed for actual days on a 365-day basis. Interest paid on all interest bearing Accounts is subject to any limitations imposed by Applicable Laws. FCB may reverse interest paid on deposits from returned Items. At its option, FCB may not pay interest on Accounts subject to a tax levy, garnishment, citation to discover assets, or other legal action.

Interest will be compounded every month. Interest will be credited to your Account every month unless we notify you separately that a different crediting method will apply. If you close your Account before interest is credited, you will not receive the accrued interest. 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. Interest begins to accrue no later than the Business Day we receive credit for the deposit of noncash Items (for example, checks).

**Backup Withholding/TIN Certification.** We must report interest payments we make to you of \$10.00 or more in a year to the Internal Revenue Service (IRS). Reportable interest payments include dividends, interest and bonus payments. If you do not certify the correct taxpayer identification number (TIN) on your Account, we are required to withhold and pay to the IRS a percentage of the interest earned on your Account. This is called backup withholding. We may also be required to begin backup withholding on your Account if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If the Account owner is a sole proprietorship, upon your death we must be provided with the estate's, or successor's, TIN or we may either stop paying interest effective on the date of your death or withhold a portion of such interest.

## FEES

**Monthly Service Fees.** Monthly service fees for each type of Account are stated in our fee schedule. We have the right to require that a minimum balance be maintained in your Account. If that balance is not maintained, a monthly service fee may be assessed. It is agreed that an Account, whether active or dormant, shall be subject to monthly service fees adopted by FCB and may be changed from time to time. Such fees may be deducted from your Account and FCB shall not be liable for dishonoring Checks, drafts, notes, or other instruments because of insufficient funds resulting from the deduction of such monthly service fees.

**Notice On Fees.** If a service fee is assessed on the last day of your Account cycle, the service fee will be debited from your Account. If your Account does not have sufficient funds to pay this service fee, we will only deduct the portion of the fee that will bring your Account to \$0, so as not to overdraft your Account. If at any time within the next statement cycle, the Account has sufficient funds to recover the remaining service fee amount due, your Account will be debited to recover this amount. This will be reflected on your statement as a prior recovery of the fee assessed.

**Deposit Fees.** If there are special fees for collecting the Item(s) you deposit, you promise to pay them. If we do not receive final payment for any Item we cash for you or accept for deposit to your Account, we will charge your Account for the amount of the Item plus any fees we incur in attempting to collect the Item.

Please review our fee schedule for more information.

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

**CHECK PROCESSING** - We process Items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the Items. This means that we do not individually examine all your Items to determine if the Item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we do not fail to exercise ordinary care solely because we use our automated system to process Items, and that we have exercised ordinary care if our automated processing is consistent with general banking practice, even if we do not inspect all Items processed in such a manner. Using an automated process helps us keep costs down for you and all Account holders.

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

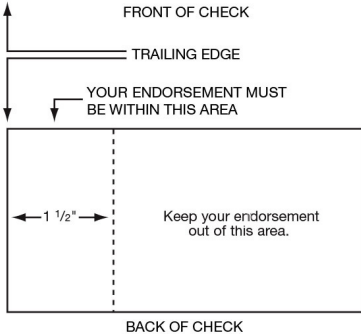
**ENDORSEMENTS** - We may accept for deposit any Item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any Item we accept for deposit or collection, and you warrant that all endorsements are genuine. You agree to reimburse us for any loss, liability, damage or expense we incur as a result of your failure to properly endorse any Item.

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

As you look at the front of a Check, the "trailing edge" is the left edge. When you flip the Check over, be sure to keep all endorsement information within 1 1/2" of that edge. It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the Check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the Check obscures our endorsement.

These endorsement guidelines apply to both personal and business checks.

Name	7654
Address, City, State	_____ 20 _____
Pay to the order of	_____ \$ _____
	_____ dollars
Bank Name and Location	
Memo _____	
⋮ 1 2 3 4 5 6 7 8 9 ⋮	7 6 5 4



**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your Account(s) dies or becomes legally incompetent. We may continue to honor your Checks, Items, and instructions until: (a) we are notified of your death or incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. Without limiting the foregoing, you agree that we may pay or certify Checks drawn on or before the date of death or legal incompetence for up to ten (10) days after your death or legal incompetence unless ordered to stop payment by someone claiming an interest in the Account.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency. We will comply with all applicable laws in this regard. You authorize us at any time to make or have whatever credit investigation we feel is appropriate to evaluate your credit and/or employment. You also agree to furnish us with financial statements we may request from time to time and in such form and detail as we may reasonably require.

**NOTICE OF NEGATIVE INFORMATION** - Federal law requires us to provide the following notice to customers before any "negative information" may be reported to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts, or any form of default.

This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under this Agreement. After providing this notice, additional negative information may be submitted without providing another notice. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your Account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the Account and not allow any payments out of the Account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your Items because we have withdrawn funds from your Account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your Account. The list of fees applicable to your Account provided elsewhere may specify additional fees that we may charge for certain legal actions.

#### ACCOUNT SECURITY

**Duty to Protect.** It is your responsibility to protect the Account numbers, Access Credentials, and Access Devices we provide you for your Account(s). Do not discuss, compare, or share information about your Account number(s) with anyone unless you are willing to give them full use of your money. An Account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized Check. If you furnish your Access Device or Access Credentials to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your Account number can also be used to electronically remove money from your Account. If you provide your Account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your Account even though you did not contact us directly and order the payment.

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

You agree that if we offer you services appropriate for your Account to help identify and limit fraud or other unauthorized transactions against your Account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

**Fraud Prevention.** You agree that we may reject, freeze, reverse or delay any transaction to or from your Account if we believe the transaction may be fraudulent, illegal or unauthorized or we otherwise believe that such action is necessary to avoid losses or reduce risk to us or you. We may close your Account at any time if we determine in our sole discretion that such action is necessary to prevent fraudulent, illegal or unauthorized transactions or to avoid losses.

**For Business Customers.** Except for consumer Electronic Fund Transfers subject to Regulation E, you agree that if we offer you Services appropriate for your Account to help identify and limit fraud or other unauthorized transactions against your Account, and you reject those Services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the Services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such Services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

If we suspect that your Account has been subject to fraudulent, illegal or unauthorized activities and we notify you regarding such activity, we may require that you close your Account and open a new Account. We may also require you to implement specific fraud monitoring products or Services, including positive pay and commercially reasonable security procedures. If you decide against closing an Account as required by us, or if you decide not to implement fraud monitoring products or Services after we have required you to do so, we will not be responsible for any losses which could reasonably have been prevented by the proper use of such services and you will be precluded from asserting any claims against us for any fraudulent activity.

**FOR BUSINESS - UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this Account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, Electronic Fund Transfers, Checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

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

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the Account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent contact information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**TEXT MESSAGES, CALLS AND/OR EMAILS TO YOU** - By providing us with a telephone number (including a mobile telephone) and/or email address in connection with your Account, you consent to receiving calls and messages, including pre-recorded and/or auto-dialed calls and messages, and/or text messages from us at that number and/or emails from us for our everyday business purposes (including identity verification) and for other marketing or non-marketing purposes. Standard telephone minute and text charges may apply if we contact you. Contact preferences may be changed at any time. You understand that this consent is not a condition of purchasing any property, goods, or services from FCB.

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

**WAIVER OF NOTICES** - To the maximum extent permissible by law, you waive any notice of non-payment, dishonor or protest regarding any Items credited to or charged against your Account. For example, if you deposit a Check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or Applicable Law.

**ACH AND WIRE TRANSFERS** - This Agreement is subject to Article 4A of the Texas Uniform Commercial Code - Fund Transfers. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Texas Uniform Commercial Code (Tex. Bus. and Com. Code § 4A.403(a)). If we do not receive such payment, we are entitled to a refund from you in the amount credited to your Account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an Account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. You agree to timely review any and all Account information, statements, and records and notify FCB immediately if any Electronic Fund Transfer is unauthorized.

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

**For Business Accounts Only.** In addition to the limits on FCB's liability otherwise set forth in the terms of this Agreement, in the event of any failure, delay or improper execution of your wire or ACH transfer, you agree that FCB's liability shall be limited to the amount of interest losses incurred by you for such failure, delay or improper execution of such ACH or wire transfer.

You authorize FCB to debit or credit your Account for any EFT to or from your Account that FCB receives through a payment network or based upon your request or instruction. EFTs must be transmitted to FCB by you or on your behalf in accordance with the Operating Rules of the applicable Association or payment network, and FCB's policies and procedures. You are responsible for all ACH and wire transfers that are authorized by you or submitted by an authorized party on Customer's behalf. Unless you subscribe to one of FCB's Services to specifically block or limit EFTs to FCB's Account, you agree that FCB may debit or credit your Account upon receipt of any such EFT.

**DORMANT ACCOUNTS AND UNCLAIMED PROPERTY** - We may have our own rules regarding dormant Accounts and we may charge a fee for dormant Accounts. Information on when Accounts are considered dormant and what, if any, fees will be charged, is available in the fee schedule.

Each State has laws that govern when deposit accounts are considered abandoned, and when we are required by law to send a customer's funds to the state. Generally, the funds in your Account are considered unclaimed if you have not had any activity or communication with us regarding your Account over a period of years, as specified by applicable law. We'll mail you a letter to notify you before we transfer funds to the State as abandoned property. If your funds are surrendered to the State, you may be able to reclaim them, but your claim must be presented to the State. Once your funds are surrendered, we no longer have any liability with respect to the funds.

## DIGITAL WALLETS

**Using a Mobile Wallet.** A mobile wallet permits you to embed your eligible debit or credit card within a supported Mobile Device, and use your credentials to complete transactions using your Account through a mobile application ("Mobile Wallet"). Mobile Wallet is a service that requires merchants to support specific POS hardware, and you may not be able to use Mobile Wallet at all locations where your card is normally accepted. We make no warranty or representation that you will be able to use your card through Mobile Wallet at all merchants.

Mobile Wallets differ in their technology, functions and security procedures, so you must follow the instructions of the Mobile Wallet provider when you enroll in Mobile Wallet. Some Mobile Wallet providers may require you to download and install a mobile application required to run the Mobile Wallet. To authorize a transaction, you will need to use a biometric fingerprint security feature, special PIN and/or similar security feature depending on the type of Mobile Wallet. Purchases made using Mobile Wallet are, except as provided below, subject to the same terms and restrictions as purchases made using your card.

**Device Eligibility.** You are required to have an eligible Mobile Device in order to use this service. The Mobile Wallet provider, at its sole discretion, determines which Mobile Devices are eligible to be used with its Mobile Wallet service. Mobile Devices which have been unlocked in an unauthorized fashion or otherwise modified may not be eligible to use Mobile Wallet. You acknowledge that use of an ineligible Mobile Device with the Mobile Wallet service is expressly prohibited, constitutes a breach of these rules, and is grounds for us to temporarily suspend, permanently terminate, or otherwise deny further access to your card in the Mobile Wallet service. We are not liable to you for any third party for the effects of such termination or suspension.

**Account Eligibility.** In order for us to authorize your use of your card within a Mobile Wallet service, your card and the underlying Account must be in good standing and you must not be restricted from using Mobile Wallet based upon any limitations imposed by the Mobile Wallet provider, your wireless service provider, and/or any third party associated with Mobile Wallet.

**Our Responsibility.** Our sole responsibility with respect to this Service is to provide information to the Mobile Wallet provider in order to allow you to enroll your eligible card into the service. As we do not control the Mobile Wallet service in any way, we are not liable for any failure of the service resulting in your inability to use Mobile Wallet. We also are not responsible for any third party performance surrounding or related to the Mobile Wallet service and any agreement you enter into with those third parties.

**Relationship to the Mobile Wallet Provider.** The Mobile Wallet service is a service offered exclusively by the Mobile Wallet provider using eligible Mobile Devices. FCB, its parent, and its affiliates do not own, operate, or control Mobile Wallet and are not responsible for any service provided to you by the Mobile Wallet provider or by any third party engaged by the Mobile Wallet provider. We likewise are not responsible for any information or other services provided to you by the Mobile Wallet provider or any other third parties associated with the Mobile Wallet service.

**Fees For Mobile Wallet.** While we do not currently assess fees for the service, we reserve the right to charge fees in the future. In the event we elect to begin charging fees, those fees associated with Mobile Wallet will be outlined in our published fee schedule.

Fees for the use of the service are separate and apart from any charges that may be assessed by your wireless communication provider for the use of wireless data. You are responsible for any fees or other charges that your Mobile Wallet provider and wireless carrier may charge for any related data or message services messaging.

If you have been approved for and have accepted FCB's Overdraft Protection and a transaction originated via Mobile Wallet, along with other Account activity processed in the same day, results in an overdraft and/or Overdraft Charge, you will be responsible for the amount of the overdraft and payment of all applicable fees as stated in our fee schedule. If you frequently overdraw your Account, we reserve the right to terminate your usage of the Mobile Wallet service.

**Your Data and Privacy.** You agree that we may collect, transmit, store, and use certain information about you and your use of your card in Mobile Wallet. The transmission, storage, and usage of this data is governed by our Privacy Notice.

You understand and acknowledge that third parties, such as the Mobile Wallet provider and Associations, will have access to certain details regarding eligible card transactions made using the Mobile Wallet service. You understand that information that is provided to or held by the Mobile Wallet provider or other third parties in relation to the Mobile Wallet service is outside our control. Any information you disclose to the Mobile Wallet provider or any other third party is subject solely to their security policies and governed by their respective privacy policies and not our Privacy Notice applicable to your card or the Account.

**Disclaimer of Liability.** You agree that we will not have any liability to you or any third party for the potential impacts of discontinuing the Mobile Wallet Service, suspending your ability to use the Service, or terminating your use of your Card in Mobile Wallet.

We will not be liable for any circumstances that delay, interrupt, or otherwise impact or prevent your ability to use your card with the Mobile Wallet service (such as, but not limited to, fire, flood, network or system down, time, or interference from an outside force).

**Disclaimer of Warranties.** You agree and acknowledge that your use of Mobile Wallet is at your own risk. No notification to you, either oral or written, provided by us, our authorized representatives, or any third party shall create any implied, express, or statutory warranty with regards to the use of your card through the Mobile Wallet service, including warranties of fitness for a particular purpose.

We are not responsible for the accuracy of information displayed through the Mobile Wallet service. Likewise, we are not responsible for your Mobile Device, the software installed on your Mobile Device (either the operating system or any other software you choose to install), or the hardware associated with your Mobile Device. We make no representations, warranties, or guarantees concerning these matters.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR MOBILE WALLET. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE USE OF THE MOBILE WALLET SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO MOBILE WALLET CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF MOBILE WALLET, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO MOBILE WALLET. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THE MOBILE WALLET SERVICE SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**Suspension or Cancellation of Services.** We reserve the right to discontinue support of the Mobile Wallet service at any time without advance notice to you. We may suspend or cancel your use of your eligible Card in Mobile Wallet at any time, for any reason, and without advanced notice to you.

## FIRST COMMAND DEBIT CARD AGREEMENT AND DISCLOSURE

The terms under which a debit card ("Card") may be used to obtain EFT services ("EFT Services") offered by FCB are defined in this section. EFT Services include automated teller machine ("ATM") and point of sale ("POS") transactions. A Card will be issued to you upon approval of your application. You must sign the Card before using it. By receiving and using a Card issued by FCB, you agree with FCB that EFTs initiated with your Card are subject to the following terms:

1. **Transactions.** Your Card may be used to access the checking or savings Account indicated on your application or by subsequent written request. Provided funds are available, you may use your Card to perform the following:
  - a. At an ATM displaying the NYCE, Star, AFFN, MasterCard® or MoneyPass logo, you may:
    - make deposits at ATMs we own or operate
    - make withdrawals
    - make transfers
    - ascertain balance informationThese EFTs can only be performed at ATMs in the United States and can be used at international ATMs displaying eligible network identification, including the MoneyPass logo. Some of these services may not be available at all ATMs.
  - b. You may use funds in your checking Account to purchase goods and services at merchants displaying the NYCE, Star, AFFN, MasterCard®, or MoneyPass logo.
  - c. You may use funds in your checking account to purchase goods and services at any merchant displaying the MasterCard® logo.
  - d. You make withdrawals from your deposit Account at any bank that honors MasterCard®.
  - e. You may (subject to service availability and possible service charges) initiate such EFTs as are allowed at any ATM displaying other applicable network identification.

2. **Advisory Against Illegal Use.** You agree not to use your Card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.
3. **Fees.** For current fees applicable to your card, please refer to FCB's fee schedule. Charges for withdrawals are set by FCB and are currently:
  - a. Free for POS transactions
  - b. ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator/network. As a client benefit, First Command Bank refunds ATM Surcharge Fees up to \$10.00 per statement cycle. Some ATM operators/networks do not identify these fees in the information they send to us and, as a result, we may not automatically refund the fee. If the refund is not processed, please contact us.

These fees may be changed from time to time at the sole discretion of FCB. You may be charged additional fees by third parties, such as:

    - a. Financial institutions, for cash advances
    - b. ATM owners, for ATM Transactions
    - c. Merchants, for POS Transactions
4. **Daily Withdrawal/Purchasing Limit.** The following daily withdrawal/purchasing limits will apply:
  - a. \$1,000 daily ATM withdrawal limit per Card
  - b. \$3,500 daily purchase limit per Card

You may request that your daily withdrawal limit be changed by providing written notice to us. FCB will review your request and notify you accordingly.
5. **Personal Identification Number.** As a means of identification and in order to protect the security of Accounts accessible with your Card, your Card will require a personal identification number ("PIN"). Your PIN should not be disclosed to anyone. If the security of the PIN is compromised, you should notify FCB at once.
6. **International Transactions.** If you effect a transaction with your card in a currency other than US Dollars, MasterCard® will convert the charge into a US Dollar amount.
  - a. **Currency Conversion.** The MasterCard® currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by MasterCard®. The exchange rate MasterCard® uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your Account.
  - b. **Cross Border Transaction Fee.** MasterCard® will assess a fee based on a percentage of any transaction conducted using a Cirrus®, Maestro®, or MasterCard® Card in a currency other than US Dollars. This fee is included in the total amount of your Card charge when it is debited to your Account.
7. **Documentation of EFT Services.** You shall receive the following documentation with respect to EFTs:
  - a. At the time you make an EFT, you may obtain a receipt for the EFT.
  - b. You will receive a monthly statement showing all debits and credits posted to your Account that month.
    - For purchases and cash advances, the following will appear on your monthly account statement: 1) date and amount of EFT; 2) merchant or bank name; and 3) where the EFT took place.
8. **Lost or Stolen Card/PIN; Unauthorized Transactions.** Because you could lose all the money in your Account and your available funds in an overdraft line of credit, call us AT ONCE, if you believe your Card or PIN has been lost or stolen or if your statement shows an unauthorized EFT. Calling us is the best way to keep your possible losses down. You should use the telephone number and address contained herein to contact FCB. If special circumstances such as extended travel or hospitalization prevent your notifying us within the time periods specified above, the time periods will be extended to a reasonable time.
9. **Merchants' Disputes.** If you use your Card, and a dispute with the merchant arises, you agree to make a good faith effort to settle the dispute with the merchant. Any unresolved dispute may be sent to us in writing for assistance in settlement. You cannot stop payment to merchants for one-time POS EFTs made using your Card.
10. **Refunds On Purchases.** Cash refunds may not be made to you on purchases made with your Card or with Mobile Wallet. If a merchant who honors your Card or Mobile Wallet transaction gives you credit for merchandise returns or adjustments, the merchant will do so by sending us a credit slip which we will apply as a credit to your Account. Any claim or defense with respect to property or services purchased with your Card or Mobile Wallet must be handled by you directly with the merchant or other business establishment which accepts the form of payment. Any such claim or defense which you assert will not relieve you of your obligation to pay the total amount of the sales draft, plus any appropriate charges we may be authorized to make.
11. **Changes To These Rules.** We may at any time cancel your privilege to use your Card, and we may list the Card in cancellation bulletins. Any such cancellation shall be (subject to compliance with any applicable law concerning notice) effective upon mailing of a notice of such amendment to you at the address to which your Account statements are sent or emailing it to you.
12. **Termination.** The Card shall remain the property of FCB and you agree upon demand to return the Card to FCB. At any time and without prior notice, FCB may revoke or cancel the Card and thereby terminate this Agreement and demand return of the Card to FCB. You may terminate this Agreement at any time by returning your Card to FCB. Termination, whether by you or by FCB, shall not affect prior transactions or obligations existing at the time of termination.
13. **Account Agreements.** Except as provided herein, all terms of account agreements, including credit card agreements, are applicable to transactions to those accounts accessed by means of a Card. Any charges and/or minimum balance requirements applicable to maintaining or transacting business in an account will be applicable when EFT Services are utilized.

## ELECTRONIC FUND TRANSFER DISCLOSURE

This Electronic Fund Transfer disclosure does not apply to any Accounts other than consumer Accounts, as defined by Regulation E. Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your Account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed.

### TYPES OF TRANSFERS

We can accept certain direct deposits or automatic or on-demand transfers to your checking or savings Account and make certain automatic or on-demand payments or transfers from your checking or savings Account. The limitations on frequency of transfers applicable to savings Accounts apply to EFTs.

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

- **Prauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your Account.
- **Prauthorized payments.** You may make arrangements to pay certain recurring bills from your Account.
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time EFT from your Account using information from your Check.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an EFT to collect a charge in the event a Check is returned for insufficient funds.

When information from your Check is used to make an EFT, funds may be withdrawn from your Account as soon as the same day you make your payment.

24-hour automated phone banking - types of transfers - You may access your Account by telephone 24 hours a day at 1-888-763-7601 using your PIN, a touch tone phone, and your Account number, to:

- Transfer funds between Accounts
- Get information about:
  - Account balances
  - Deposits to Accounts
  - Withdrawals from Accounts

**OnCommand Online Transfers** - Account access and limitations on transfers associated with our Online Banking Services are described in the OnCommand Internet Banking Disclosure section contained herein. We may amend the OnCommand Internet Banking Disclosure from time to time, as set forth therein.

**Card ATM transfers** - types of transfers, dollar limitations, and charges - Account access and limitations on transfers associated with your Card are described in the Debit Card Disclosure section contained herein. We may amend the Debit Card Disclosure from time to time, as set forth therein.

#### LIMITATIONS ON FREQUENCY OF TRANSFERS

In addition to transfer limitation described elsewhere, the following EFT limitations apply:

- Transfers from a money market Account to another Account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six per statement cycle.
- Transfers from a Savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by draft, debit card, or similar order to third parties are limited to six per statement cycle.

#### FEES

Fees applicable to EFTs can be found in the Fee Schedule or you may visit [www.firstcommand.com/legal/bank](http://www.firstcommand.com/legal/bank). We do not charge for direct deposits to any type of Account. We do not charge for preauthorized payments from any type of Account. Except as indicated elsewhere, we do not charge for EFTs.

#### DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your Account using an ATM or POS terminal. However, you may not get a receipt if the amount of the transfer is \$50 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can call us at the phone number listed on the last page of this document to find out whether or not the deposit has been made.
- **Periodic statements.** You will get, as applicable, a monthly or quarterly Account statement from us for your Accounts.

#### PREAUTHORIZED PAYMENTS

**Right to stop payment.** If you have told us in advance to make regular EFTs out of your Account, you may stop these payments. Call or write us at the telephone number or address listed in this Agreement in time for us to receive your request at least three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to provide your request in writing to us within fourteen (14) calendar days after you call. If we require written confirmation and do not receive it, we may remove the stop payment order after fourteen (14) calendar days from the date we requested such written confirmation, and we may honor subsequent EFT debits to the Account. We will charge you for each stop-payment order you give. Please refer to the FCB's Schedule of Fees for more information.

You must tell us the exact amount and payee name of the payment you have stopped, as well as any other identifying information which we may request. If you do not know the amount of the EFT, we may still be able to place the stop payment order based on the company name of the payee (e.g. the sender of the ACH debit transaction), but this may stop all ACH items from this sender. If you give us the wrong company name or if the sender changes the company name, we may still pay the EFT without having any liability to you.

Our acceptance of a stop payment order will not constitute a representation that the EFT has not already been paid or that we have a reasonable opportunity to act upon the order.

You may generally not stop payment on an EFT after acceptance of the Item by us, except as specifically allowed under Operating Rules with regard to ACH transactions.

**Right to Revoke Authorization for Pre-Authorized Transfers.** You may revoke your authorization for any payee to originate pre-authorized transfers from your Account by giving us written notification. You must also inform the payee in writing of your revocation. Your revocation will become binding upon us upon the last to occur of the following: (i) three (3) Business Days after we receive your written notice of revocation; or (ii) the day that we receive a copy of your written notice to the payee that your authorization has been revoked.

**Notice of varying amounts.** If these regular payments might vary in amount and/or timing, the person you are going to pay will tell you ten (10) calendar days before each payment is due when it will be made and how much it will be. You may choose to get this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Liability for failure to stop payment.** If you order us to stop a preauthorized EFT three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### FCB'S LIABILITY

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

- If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- If the transfer would go over your transaction limit (or the amount in your Account) or your overdraft line established with us.
- If the terms of your Account limit the number of payments and transfers which may be made during a statement cycle.
- If you have money in your Account but the funds are subject to legal process or encumbrance.
- If the ATM you are using to make the transfer does not have enough cash.
- If the services, your equipment, the software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you started the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in the Agreement or our other agreements with you and you should be familiar with them.

#### UNAUTHORIZED TRANSFERS

**BUSINESS ACCOUNTS ONLY:** Liability for EFTs and Error Notification Requirements. You agree to promptly examine all Account statements and any confirmations of transactions which we may send or make available to you, and to promptly notify us of any discrepancy or error within fourteen (14) days of receipt of any such statement or confirmation. If you fail to notify FCB of any such error or discrepancy within fourteen (14) days of the date on which such information is received by or otherwise made available to you, then you agree that FCB will not be liable for any losses resulting from your failure to give such notice or any resulting loss of interest relating to any transactions. If you fail to notify FCB of any such error or discrepancy within thirty (30) days of the date on which such information is received by or otherwise made available to you, then you shall be precluded from asserting such error or discrepancy against FCB. Notwithstanding the foregoing, FCB reserves the right to, in its sole discretion, adjust transaction records for good cause after the expiration of said thirty (30) day period.

Call or write to us at the phone number or address listed on the last page of this document as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

### Consumer Liability for EFTs To/From a Consumer Account.

- **Generally.** Tell us AT ONCE if you believe your Card, Access Credentials, and/or PIN has been lost or stolen, or if you believe that an EFT has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum Overdraft Protection Limit). If you tell us within two (2) Business Days after you learn of the loss or theft of your Card, Access Credentials, and/or PIN, you can lose no more than \$50 if someone used your Card, Access Credentials, and/or PIN without your permission.
- If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Card, Access Credentials, and/or PIN, and we can prove we could have stopped someone from using your Card, Access Credentials, and/or PIN without your permission if you had told us, you could lose as much as \$500.
- Also, if your statement shows transfers that you did not make, including those made by Card, Access Credentials, PIN or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.
- If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods as required by Applicable Law.
- Contact in event of unauthorized transfer. If you believe your Card, Access Credentials, and/or PIN has been lost or stolen, or an unauthorized EFT has been made without your permission, call or write us at the telephone number or address listed in this disclosure.

### CONSUMER ERROR RESOLUTION NOTICE

In case of errors or questions about your EFTs, or if you think a statement or receipt is wrong or if you need more information about an EFT listed on the statement or receipt, call or write us at the telephone number or address listed herein, as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

Please include the following in your notice:

- Tell us your name and Account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days if the transfer involved a new Account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days if the transfer involved a new Account, a POS transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days (twenty (20) Business Days if the transfer involved a new Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account. Your Account is considered a "new Account" for the first thirty (30) days after the first deposit is made, unless each of you already has an established Account with us before this Account is opened.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## ONCOMMAND INTERNET BANKING DISCLOSURE

This Internet Banking Disclosure provides information about, and the terms, conditions, rights, obligations, and liabilities applicable to the Online Banking Services.

The Online Banking Services include, but are not limited to, the following services, to the extent FCB now, or in the future, chooses to offer such services:

- View Account balances;
- View Check images;
- View deposited Items;
- Make loan payments and loan advances;
- Order Checks;
- Receive electronic notices, statements, and disclosures;
- Make Mobile Deposits
- Make bill payments;
- Transfer funds electronically between your eligible Accounts or your accounts with another financial institution;
- Obtain Account information;
- Obtain FCB product and Service information;
- Initiate stop payment orders;
- Request wire transfers;
- Update contact information;
- Communicate with FCB representatives via secure messaging; and
- Apply for new products.

Access to the Online Banking Services will be provided through OnCommand (the Online Banking System) or through MobileCommand ("Mobile Application" or "Mobile App"). You understand that industry standards for online banking are dynamic and constantly developing. By consenting to this Agreement, you acknowledge and understand that there are risks to online delivery of and access to banking services, including but not limited to delay or failure of delivery due to technical difficulties, weather conditions, and matters beyond our reasonable control. You have considered the risk associated with online delivery of and access to banking services and our Security Procedures offered and provided for herein in connection with the use of the Services and updated and amended from time to time. By using the Online Banking Services, including, but not limited to, OnCommand, MobileCommand, and Website, you acknowledge and agree that our Security Procedures are commercially reasonable.

### General Information About Online Banking

You may use the Online Banking Services virtually any time, day or night, seven (7) days a week. However, the Online Banking Services may be temporarily unavailable due to maintenance or technical difficulties. To utilize the Online Banking Services, you will need to satisfy the minimum hardware and software requirements and Security Procedures described below.

### Other Bank Agreements with FCB

The terms and conditions of this Section are in addition to, and shall supplement, the terms, conditions, rules, and regulations that apply to any of your existing Accounts or services of FCB which you currently use. Without limiting the foregoing, these terms are in addition and supplemental to: a) any agreement you have regarding any Account(s) you have with FCB; b) the ESIGN Disclosure and Consent between you and us (your agreement to such being a condition of your access to and use of the Online Banking Services offered hereunder); c) the Website Terms and Conditions, found at [www.firstcommand.com/privacy-policies/online-security-policy](http://www.firstcommand.com/privacy-policies/online-security-policy)); the terms or instructions presented when enrolling for, activating, accessing, or using any services in the Online Banking System or through a Mobile Device; e) our rules, procedures and policies, as amended from time to time, that apply to the Online Banking Services; f) any then-current rules and regulations of any funds transfer system, or payment system used in connection with any Account you access through Bill Pay or Plaid; and g) State and federal laws and regulations, as applicable. If these terms conflict with any other agreement you have with us, then these terms will control and take precedence, but only to the extent necessary to resolve the conflict or inconsistency. In the event of an inconsistency between a provision of these

terms and the Texas Business and Commerce Code, or any other law or regulation which permits waiver or modification by agreement, the provisions of these terms shall prevail.

The information you provide to FCB and its third-party service providers, including your personal information, is subject to the terms of FCB's Privacy Notice, available at [www.firstcommand.com/privacy-notice/](http://www.firstcommand.com/privacy-notice/). By using the Online Banking Services, including, but not limited to, the Online Banking System, Mobile App, and Website, you represent that you have read, understood, and agreed to FCB's Privacy Notice.

#### **Online Banking Services**

Subject to the terms and conditions of this Agreement, you may use the Online Banking Services we offer to you from time to time to access your Account(s) through the Online Banking System and Mobile App, perform authorized transactions through the Online Banking System or through your Mobile Device, and conduct the Online Banking Services contained in this Agreement. The available categories of eligible Accounts and Online Banking Services are described on our Website and may change from time to time, at our sole option.

When we introduce new features or eliminate features, we will notify you using the procedures described in this Agreement. You are solely responsible for acquiring and maintaining a computer or any other electronic device and equipment that can access the Online Banking Services, and for all costs associated with accessing the same through the electronic device of your own choice (e.g., personal computer or Mobile Device). When you instruct FCB to transfer funds to or from your Accounts through the Online Banking Services, you authorize FCB to withdraw the necessary funds from the Account you designate.

#### **Enrollment in the Online Banking Services**

You will enroll in the Online Banking Services online at <https://firstcommandbank.onlinebank.com/SignIn.aspx>. Both consumer and business customers will use Account information and will answer any other required additional informational questions or requests for information that FCB may require from time to time, in FCB's sole discretion, in connection with any additional authentication procedures that FCB may employ ("Additional Authentication Information" or "AAI") to authenticate your identity. FCB may contact you to confirm your enrollment.

#### **Account Owners and Authorized Parties**

##### **CONSUMER CUSTOMERS**

- By accessing the Online Banking System or any Online Banking Services provided for herein, you agree that you have the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Account(s) and related Online Banking Services which are the subject hereof.
- You agree that if you provide your Online Banking System Security Procedures (as defined herein), or other Online Banking Services access information to another individual, you will be bound by and liable for any action that individual performs through the Online Banking Services. All transactions that an individual performs on your Account(s) using your Online Banking Login ID and Password, including those you did not want or intend, are transactions authorized by you. You are solely responsible for those transactions, and we are not responsible for them.
- FCB WILL HAVE NO LIABILITY TO YOU FOR UNAUTHORIZED PAYMENTS OR TRANSFERS MADE BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.

##### **BUSINESS CUSTOMERS**

- By accessing the Online Banking System or any Online Banking Services provided hereby, you agree that you have the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Account(s) and related Online Banking Services which are the subject hereof. By designating any individual as an Administrator or User (as those terms are defined below, together the "Authorized Parties") through the Online Banking System, you agree that each Authorized Party will be acting as your agent and will be bound by this Agreement and any separate agreement governing your Account(s). All transactions that an Authorized Party performs on an Account(s) or through the Online Banking System, including those you did not want or intend or that exceed the authorization you have given such Authorized Party, are transactions authorized by you. Such transactions include, but are not limited to, accessing Account statements and transferring funds between your Account(s). You are solely responsible for those transactions, and we are not responsible for them. You also agree that we are not responsible for any of your acts or omissions or any acts or omissions of any of your Authorized Parties acting on your behalf.
  - "Administrators" may, based on authority granted by you, have the authority to: add Users, modify features of or terminate the Online Banking Services, and perform transactions related to any Online Banking Service hereunder.
  - "Users" have the authority to: enroll in, modify features of, or terminate the Online Banking Services; and perform transactions related to any Online Banking Service hereunder.
- If you make a person an authorized signer on an Account, we may, in our sole discretion, treat that authorized signer as a User for purposes of access, use and modification of the Online Banking System and Online Banking Services.
- You agree that you, and not we, are responsible for supervising all of your Authorized Parties and monitoring the actions they take on your behalf, whether or not we provide tools for managing their authority. If you revoke or change the authority of an Authorized Party using the Online Banking System, only transactions that you did not want or intend and that the Authorized Party performs after you change their authorization, and after we have a reasonable opportunity to act on that notice, will be considered unauthorized transactions. To notify us that you want to terminate an Authorized Party you have made in the Online Banking System, you must send us a secure message through the Online Banking System, or you must contact FCB's Online Banking Department at the phone number listed on the last page of this document. FCB WILL HAVE NO LIABILITY TO YOU FOR UNAUTHORIZED PAYMENTS OR TRANSFERS MADE USING THE SECURITY PROCEDURES ASSIGNED TO YOU BY AUTHORIZED PARTIES THAT OCCUR BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.
- You are responsible for ensuring that each Authorized Party maintains the confidentiality of his or her Security Procedures, including, but not limited to, Login ID, Password, security token, and other security information. You agree that each Authorized Party will access and use each account, and the Online Banking System, in accordance with the authority given to the Authorized Party by the Account owner. Each time an Authorized Party accesses, views, or transacts on an Account or through the Online Banking System, you represent and warrant to us that the Authorized Party's action is authorized by the delegating owner. If we receive conflicting instructions, or if we believe that an Account's security or our security may be at risk as a result of an Authorized Party, we may, at our sole discretion, terminate the Authorized Party's access to the Online Banking System, the Online Banking Services, or an Account, or prevent the individual from being an Authorized Party, without prior notice to you or any Account owner.
- The authority of an Authorized Party will terminate: (a) when we are notified by an Account owner through the appropriate channel that the Authorized Party's authority is terminated and we have a reasonable opportunity to act on the notice, (b) when we are notified by an Account owner that the owner appointing the Authorized Party ceases to be an Account owner and we have a reasonable opportunity to act on the notice, (c) in the case of sole-proprietor business Accounts, upon our receiving written notice of the death or incapacity of the delegating owner from a court of competent jurisdiction or from a source that we consider official and reliable and we have a reasonable opportunity to act on the notice, or (d) at our sole discretion if an Account owner or any Authorized Party breaches any provision of this Agreement.

#### **Waiver of Requirement for Two or More Signatures**

You agree that any requirement of verifying two or more signatures on any Item, such as Checks, will not apply to EFTs or telephone transfers, and we will have no liability when making these kinds of transfers without the requisite verification. This means that any person who is an authorized signer on your Account is authorized by you to individually make electronic or telephone transfers, even though that person's authority to transfer or withdraw funds from your Account by some other means (e.g., by check) must be exercised jointly with one or more other persons.

#### **Accessing Accounts and Online Banking Services through the Online Banking System or Mobile App**

You represent that you are the legal owner of the Accounts linked to the Online Banking Services and that all the information you provide to us in connection with the Online Banking Services, including your email and contact information, is accurate, current and complete, and that you have the right to provide such information



to us. You agree not to misrepresent your identity or your account information. You will keep your Account information up to date and accurate. You represent that you are an authorized user of the Mobile Device you use to access the Online and Mobile Banking Services.

You authorize FCB to provide you (and in the case of a business Account, your Authorized Parties) access to your Accounts and the Online Banking Services through the Online Banking System and Mobile App. To access your Accounts and the Online Banking Services through the Online Banking System or Mobile App, you must establish a Login ID and Password; and provide any other AAI required by FCB; and maintain the required hardware and software as described on our website. You must also comply with any other Security Procedures and policies we may establish from time to time. Subject to the terms of this Agreement, you will generally be able to access your Accounts and Online Banking Services through the Online Banking System and Mobile App seven (7) days a week, twenty-four (24) hours a day. At certain times, the Online Banking Services, Online Banking System, Mobile App, and Website may not be available due to system maintenance or circumstances beyond our control.

#### **Minors Using Online Banking Services**

The safety and privacy protection of minors is very important to FCB. Minors should always ask their parent or guardian for permission before sending personal information to anyone online. You understand that only the parent or legal guardian of a minor under the age of thirteen (13) has authority to access the Online Banking System, Mobile App, and Online Banking Services, even if the Account has been established on behalf of that minor. If you permit a minor under the age of thirteen (13) to use the Online Banking System, Mobile App, or Online Banking Services, or give the minor your Security Procedures, you understand that you are responsible for all activity the minor initiates from or to any of your Accounts.

#### **Terminating Your Access to the Online Banking Services**

We reserve the right to terminate or suspend your, or in the case of business Accounts, your Authorized Parties, access to the Online Banking System and/or the Online Banking Services if you violate any terms of this Agreement (including the failure to pay fees under any applicable fee schedule, [www.firstcommand.com/legal/bank/](http://www.firstcommand.com/legal/bank/)) or any other agreement you have with us, and you agree that we may suspend or terminate your, or your Authorized Parties, access to any one or more of your Accounts and Services if you do so. We will not be required to reinstate or re-activate such access. Furthermore, if you close your Accounts and terminate your Services, or withdraw from the Service, we may suspend or terminate your access without prior notice to you. In some cases, if you close your Accounts, you may also lose access to your Online Banking Services and we may terminate your access to the Service. We will not be required to reinstate or re-activate your access. Also, if you have no open and eligible Accounts linked to the Service, or do not use the Service for a period of twelve (12) consecutive months, we may, in our sole discretion, terminate your access without prior notice to you.

#### **Security**

##### **GENERALLY**

- By entering into this Agreement and using the Online Banking Services, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions which are commercially reasonable. "Security Procedures" means the use of Login ID, Password, Secure Access Code, AAI, call-back protocols and other systems or procedures provided by FCB for authenticating communications, transactions and use of the Services.
- You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these Security Procedures, unless you have given us prior notice of possible unauthorized use (and we have a reasonable opportunity to act on such notice). You also agree to comply with all of our present and future Security Procedures with respect to transactions and services covered by this Agreement. This includes, but is not limited to, protection of Login IDs, Passwords, Secure Access Codes, and other personal and business information. Our Security Procedures are contained in this Agreement and in other written procedures we may provide to you.
- FCB uses a Secure Socket Layer ("SSL") encryption technology for all components of the Online Banking System. Upon logging into the Online Banking System with your Secure Access Code for the first time, you will be prompted to establish a login ID ("Login ID") and personal password ("Password") and to respond to any additional informational questions or requests for AAI. Such AAI shall be used in conjunction with various authentication procedures that FCB may employ, including, but not limited to, security questions and responses and/or other hardware and software-based security and authentication programs and procedures. Upon selection, the Login ID, Password, and any additional AAI will become the method of authentication for your use of and access to the Online Banking System. You will be required to enter your Login ID and Password each time you access the Online Banking System. You may also be requested to enter your AAI and/or Secure Access Code from time to time.
- You understand you are responsible for safeguarding your Security Procedures. You understand that FCB will rely on access via the Security Procedures as confirmation that you have authorized all activity conducted in the Online Banking System following such authenticated access to the Online Banking System, including, but not limited to, any deposit, debits or credits, external transfers, Bill Payment transactions, or any other charges or fees incurred by your use of Online Banking System. FCB shall have no obligation, liability or control, either directly or indirectly over said Security Procedures or your failure to maintain said Security Procedures. You agree not to give, disclose or make available Security Procedures or other means to access your Account to any individuals. You are responsible for all transfers and payments you authorize using the Online Banking Services.
- If you permit other persons to access your Online Banking Services, if you provide or allow access to your Security Procedures, you are deemed to have consented to their access to your Accounts and you are responsible for any and all transactions that they initiate or authorize, even if they exceed your authorization. You understand that you should not leave your computer or Mobile Device unattended while using the Online Banking Services and that you should log out after completing an Online Banking Services Session. You understand and agree to notify FCB immediately if your Security Procedures have been lost, stolen or compromised. FCB will have no liability to you for any unauthorized payment or transfer made using your Security Procedures that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.
- You authorize us to follow any instructions entered through the Online Banking System notwithstanding any dual or multiple approval requirement identified on the signature card or other documents relating to your Account. You agree and intend that the authorization of transactions through the Online Banking Services shall be considered the same as your written signature in authorizing us to perform any actions relating to the transactions requested. You also agree that use of your Login ID and Password is the agreed Security Procedure to access the Online Banking Services and that such Security Procedure is commercially reasonable. You agree to prevent unauthorized access to your Account(s) through the Online Banking Services, and to prevent unauthorized use of the Online Banking Services. You agree not to give your Security Procedures or make them available to any person or entity who is not authorized to access your Accounts for the purpose of performing transactions within the Online Banking System or who intends or may use the Online Banking System for the purpose of accessing and compiling Account data for such person's or entity's own commercial gain.
- Even if a communication is given in compliance with the applicable Security Procedures, we may, at our discretion, delay the execution of that communication until we are able to verify the authenticity of the communication by any means reasonably acceptable to us including, without limitation, placing a telephone call to any person who is either an owner or authorized signer on your Account or who you have authorized to initiate or confirm communication (by course of dealing or otherwise). We shall not be liable to you or any other person for such delay, provided that we acted in good faith. We shall have no duty to discover, and shall not be liable for, your errors or omissions.
- FCB reserves the right to block access to the Online Banking System and/or Online Banking Services to maintain or restore security to FCB's systems if FCB reasonably believes your Security Procedures have been or may be obtained or are being used or may be used by an unauthorized person(s). If you have given someone your Security Procedures and wish to terminate their authority, or if you know or believe that your Security Procedures are compromised, you must notify FCB so that FCB can take the necessary steps to change the means of identification. You agree to defend, hold harmless, and indemnify FCB from and against any and all claims of any nature arising out of any such access by a person you have authorized, permitted or enabled to have access to your Accounts via the Online Banking Services.

## **ADDITIONAL SECURITY FOR COMMUNICATIONS VIA EMAIL AND ONLINE BANKING SERVICES ACCESSED FROM A MOBILE DEVICE**

You understand that you are required to log into Online Banking Services via the web browser or Mobile App on your Mobile Device by using your Security Procedures and any additional information, if FCB has required use of such additional information in order to log in from your Mobile Device. You understand and acknowledge that access to the Online Banking Services through a Mobile Device ("Mobile Banking Services") may not be encrypted. Moreover, you understand and acknowledge that SMS text messages ("Texts") sent to or from your Mobile Device are neither confidential nor secure, and may not be encrypted. You understand that in order to send or receive a Text, you may not be required to log in with your Security Procedures. FCB will never include your Security Procedures in any Text sent to your Mobile Device or email sent to your email address on record with FCB, and you understand that you should not include any personal information in a Text or email to FCB. FCB may include your full Account number(s) and information related to your Account in emails to you. Certain Online Banking Services may also include your full Account number(s). You hereby authorize FCB to send such information via email. Additionally, the Mobile Banking Services may include your name and information about your Account(s), such as the last four digits of your Account number or specific Account transaction information. You understand and acknowledge that transmission of your masked Account number and specific information, including, but not limited to, dollar amounts, or individual payees and payers, does not constitute transmission of personal or private information, and you hereby authorize FCB to send such information via Text. You understand that FCB is not responsible for any damages in connection with an email or Text you send to FCB or an email or Text FCB sends to you. Because Texts are not confidential or secure, you understand that you should not, and you agree not to, use any personally identifiable information when providing shortcuts or nicknames to your Accounts. In addition, you understand that there are risks associated with using your Mobile Device, and that in the event of theft or loss, your confidential information could become compromised. You understand that the security of the Mobile Banking Services is contingent upon your responsible behavior in protecting your Security Procedures. You understand that you are responsible for safeguarding Security Procedures if FCB has required use of Security Procedures to log in from your Mobile Device. You understand that FCB will rely on the Texts sent from your Mobile Device as confirmation that you have authorized all activity conducted using the Mobile Banking Services, including any deposit, debits or credits, Bill Payment transactions, or any other charges or fees incurred by your use of the Mobile Banking Services. Furthermore, FCB will rely on access via the Security Procedures as confirmation that you have authorized all activity conducted using the Mobile Banking Services following such authenticated access, including any deposit, debits or credits, Bill Payment transactions, or any other charges or fees incurred by your use of the Mobile Banking Services. You understand that you are responsible for accessing, opening and reading Texts on your Mobile Device. It is your responsibility to notify FCB if any Text is not accessible, is incomplete or is unreadable. Unless subject to other provisions of this Agreement or other applicable law regarding consumer customers, you further understand and agree that FCB will not be liable for any loss or damage incurred by you when an unauthorized person gains access to the Mobile Banking Services. YOU AGREE TO INDEMNIFY FCB AND HOLD FCB HARMLESS FOR ANY DAMAGES OR LOSSES YOU SUFFER IF FCB RESPONDS TO ANY TEXT, EMAIL OR ATTACHMENT SENT FROM YOU, OR IS PURPORTED TO HAVE BEEN SENT BY YOU, VIA YOUR MOBILE DEVICE.

You understand that FCB may offer you the ability to send secure messages and attachments to FCB over the Internet by logging into the Online Banking System and/or Mobile App with your Security Procedures. You understand that information that you provide while using the Mobile Banking Services may be encrypted and stored on FCB's secured servers. FCB is not, however, accepting any responsibility to archive any communications with you transmitted or received using the Mobile Banking Services beyond the time required by applicable law, if any, or as stated in this Agreement, whichever is longer.

## **ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS ACCOUNTS**

You are strictly responsible for establishing and maintaining the Security Procedures to safeguard against unauthorized transactions. You warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the Security Procedures and any Login ID, Passwords, AAI, PINs, codes, security devices and related instructions provided by FCB in connection with the Security Procedures. If FCB believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, you agree to notify FCB immediately followed by your written confirmation. The occurrence of unauthorized access will not affect any transfers made by FCB prior to receipt of such notification and/or until FCB has had a reasonable time period to respond to such notification.

You agree that you, and not FCB, has control over your computer systems: accordingly, you assume all liability related to connecting and securing any Internet connection to the proper computer as well as the physical security of your hardware. You are solely responsible for the accurate creation, modification, and deletion of the Account information maintained on your computer. You are solely responsible for access by your employees of the data files maintained on your computer.

You acknowledge receiving a written copy of our current Security Procedures in this Agreement and other documents we may provide to you. You agree that our current Security Procedures are commercially reasonable with respect to the size, type, and frequency of funds transfers you anticipate issuing and the information which will be transmitted. We may at any time change our Security Procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this Agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our Security Procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure, which may from time to time be in effect for detecting errors in transactions covered by this Agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such Security Procedures.

## **System Requirements**

You understand that to use Online Banking Services, you must first obtain access to the Internet with compatible hardware, software and web browser. Additional system requirements for accessing documents electronically may be set forth in separate agreements you enter into with us.

To use the Online Banking Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by FCB from time to time. FCB requires that you use a web browser that supports adequate security measures including up-to-date encryption technology, anti-virus and spyware protection, and any additional security measures FCB may require from time to time. Obtaining and maintaining adequate Internet access is your responsibility.

To use Mobile Banking Services, you must obtain MobileCommand in the Apple or Google application stores and install it on your Mobile Device. You must comply with the Mobile Device hardware, software, and other requirements, as well as applicable security procedures, as set forth in this Agreement and in any related documentation or any supplemental information and/or instructions provided by FCB.

FCB is not responsible for any third-party software you may need to use the Online Banking Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

FCB reserves the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for the Online Banking Services and transactions contemplated hereunder, and you agree to abide by such requirements. Furthermore, you understand and acknowledge that if you do not implement and follow your own hardware, software, physical access and physical storage security procedures regarding your data and use of the Online Banking Services, which includes such data containing your sensitive personally identifiable information ("PII") of any individual, the security of your Online Banking and Mobile Banking Services may be compromised. You understand, acknowledge and agree that installation, maintenance and operation of your electronic hardware, software, and Mobile Device and related security procedures that you adopt and follow, including, but not limited to, data security protection, firewalls and anti-virus software, is your sole responsibility, and that you are solely responsible for securing, encrypting, protecting and otherwise safeguarding your data.

In addition to other limitations on FCB's liability contained elsewhere in this Agreement, you understand, acknowledge, and agree that FCB is not responsible for any loss or damages resulting from any errors or failures of your hardware, software, Mobile Device or other data processing systems, including, but not limited to any mobile device virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to your data, or any mobile device network problems that may be associated with your access to and use of the Online Banking Services or Mobile Banking Services.

For avoidance of doubt, you understand, acknowledge and agree that all data provided by you to FCB (including, but not limited to, electronic images or Substitute Checks) retained on any processing equipment or processing software (including your Mobile Device or MobileCommand), and all data produced, compiled or otherwise provided by FCB to you, in any form or format, is your sole and exclusive property and copies thereof shall be provided to you at your request from time to time and at any time. Once such data owned by you is delivered by FCB to you, retrieved by you from FCB, or otherwise created as a byproduct of a transaction between you and FCB and retained by you, such data owned by you is solely within your possession and control.

#### **Virus Protection**

FCB is not responsible for any electronic virus or viruses that you may encounter. FCB encourages you to routinely scan your personal computer, Mobile Device, and any other electronic device used to access the Online Banking and Mobile Banking Services using a reliable virus product to detect and remove any viruses. Undetected or un-repaired viruses may corrupt and destroy programs, files, and hardware. FCB also encourages you to ensure any web browser you use to access the Online Banking Services provides anti-virus and spyware protection.

#### **Bill Payment Service**

FCB's Bill Payment Terms of Service governs your use of the bill payment services ("Bill Payment" or "Bill Pay").

#### **Transfers**

Your use of InterBank Transfers may be governed, in part, by the Plaid! End User Services Agreement between you and Plaid! and other service agreements between you and a third-party service provider.

This section contains the terms and conditions applicable to both "InterBank Transfers" and "IntraBank Transfers" (together, "Transfers"). InterBank Transfers are funds transfers from your Accounts with FCB to account(s) held at other financial institutions ("External Account") and are submitted through an ACH debit against the Account funds are being transferred from and an ACH credit to the account(s) funds are being transferred to; IntraBank Transfers are funds transfers from your Accounts held at FCB to other accounts at FCB that are either held by you or a third party ("Unlinked Accounts"), and such IntraBank Transfers are submitted through OnCommandTM. You may also request a Transfer from your External Accounts to your Accounts at FCB; such Transfers are submitted through ACH entries to your Accounts.

**Requesting Transfers.** You must be currently enrolled in FCB's Online Banking Services to initiate Transfers. Transfers allow you to transfer funds as follows:

- Between your Accounts at FCB.
- From your Accounts at FCB to Unlinked Accounts.
- To your External Account(s) at another financial institution from your Account(s) available in the Online Banking Services.
- From your External Account(s) at another financial institution to your Account(s) available in the Online Banking Services.

FCB reserves the right to restrict the availability of Transfers based on Account eligibility and history. You understand and agree that all Transfers must originate from an Account on which you are an authorized owner. Further, you represent and warrant that the receiving Account is located in the United States. FCB reserves the right to refuse the acceptance of any particular Transfer for any reason, including, but not limited to, if you have insufficient funds to complete the Transfer (including any applicable overdraft protection). If you have overdraft protection with FCB, FCB is authorized to make Transfers from the designated Account(s) pursuant to FCB's this Agreement and/or our Overdraft Protection agreement with you.

**Establishing New Transfers.** After submitting your request for Transfers on the Online Banking System, you will be notified by secure message of your Account eligibility and transfer limits. Only the Accounts that have been enrolled in and verified for Transfers are eligible for Transfers.

**Transfer Information.** It is your responsibility to ensure the accuracy of any information that you provide to initiate an Transfer, and for informing FCB as soon as possible if you become aware that this information is inaccurate. FCB will make a reasonable effort to stop or recover an Transfer made to the wrong receiving Account once informed, but FCB does not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**Transfers Cutoff Times.** The cutoff time for initiating Transfers is 3:00 p.m. Central Time on any Business Day. Your Account will be debited the same Business Day of the Transfer. The Receiving Institution may receive the Transfers within three (3) Business days. Any incoming Transfers will be credited to your Account the next Business Day. Any Transfers initiated after 3:00 p.m. Central Time on any Business Day will be processed on the next Business Day.

**Funds Availability for Interbank Transfers.** Funds from InterBank Transfers will be available for withdrawal in accordance with the funds availability policy of the institution(s) holding the External Account that received the funds. Generally, the account holding institution will receive the funds no later than four (4) Business Days following the transfer date.

**Frequency of Transfers.** You may establish Transfers as one-time transfers or based on a recurring frequency, such as daily, weekly, semi-monthly or monthly. Transfers from a Money Market Savings Account to another Account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per statement cycle.

**Cancellation of Processed Transfers.** You understand that immediate Transfers from Accounts cannot be canceled once transmitted to FCB. Future-dated and recurring Transfers must be canceled in the Online Banking System prior to 12:00 a.m. Central Time on the Business Day of scheduled Transfer date.

**Fees For Transfers.** Fees for Transfers may apply, as set forth in FCB's then current fee schedule, [www.firstcommand.com/legal/bank](http://www.firstcommand.com/legal/bank). If the Account from which a Transfer is made is subject to per-item fees for excessive debit transactions, such as Money Market Savings Accounts, a fee will be charged for each Transfer in excess of the specified limit.

**FCB's Liability For Failure to Complete an Transfer.** If FCB does not complete an Transfer on time, or in the correct amount according to your instructions, FCB may be liable for your proximately caused damages. However, there are some exceptions. FCB will not be liable, for instance, if:

- Through no fault of FCB, there are not sufficient funds in the designated Account to make the Transfer, or the Account has been closed.
- Through no fault of FCB, the Transfer would go over the credit limit or applicable Overdraft Protection Limit for your Account(s).
- You have not properly followed the scheduling instructions and requirements for making an Transfer according to this Agreement.
- Circumstances beyond FCB's control prevented the Transfer, despite reasonable precautions that FCB has taken. Such circumstances include telecommunication outages, postal strikes, delays caused by other financial institutions, fires and floods.
- FCB has placed a "hold" on any funds in your Account(s) in accordance with FCB's rights under applicable laws or any agreements between you and FCB.
- FCB has received incomplete or inaccurate information from you or a third party involving the Transfer.
- A court order, such as a garnishment or other legal process, prevents FCB from making an Transfer.
- FCB has a reasonable basis for believing that unauthorized use of your Security Procedures on the Online Banking System or Mobile App has occurred or may be occurring.
- You have defaulted under this Agreement or any other agreement with FCB.
- FCB or you have terminated this Agreement.

There may be other exceptions in addition to those listed above. If any of the above circumstances occur, FCB may assist you, in its sole discretion and upon your request, in taking reasonable efforts to reprocess an Transfer that may not have been completed, or to correct an incorrect Transfer that has not been processed.

#### **Transfer Limits**

EFTs are subject to certain daily and monthly limits, which can be found within the table on the next page, unless otherwise agreed upon by you and FCB, in FCB's sole discretion. The daily limit applies to the aggregate of all Transfers for any Business Day for all of your combined Accounts enrolled in the Online Banking Services. FCB may change your daily limit at any time, in FCB's sole discretion. For savings and money market Accounts, you are limited to a combined total of six (6) transfers of a certain type (including, but not limited to, Transfers) from your Account(s) per month or statement cycle.

Transfer Type	Daily Limit	Per Transaction
IntraBank Transfer <sup>1</sup>	Unlimited <sup>2</sup>	Unlimited <sup>2</sup>
InterBank Transfer	Unlimited <sup>2</sup>	Unlimited <sup>2</sup>
External Account to FCB Account	\$50,000	\$50,000
Bill Pay	Unlimited <sup>2</sup>	\$50,000

*Zelle limits are found within your Zelle profile.*

<sup>1</sup> FCB Accounts included: Line of credit, Visa credit card, checking or savings accounts.

<sup>2</sup> Unlimited up to your available balance, plus any available Overdraft Protection Limit.

#### Authorization To Charge Accounts

You authorize FCB to charge your Account for any transactions requested via the Online Banking System, including the amount of any Bill Payment or Transfer that you make. You authorize FCB to process Bill Payments and Transfers according to the instructions received from you via the Online Banking System. You authorize FCB to initiate any reversing entry or reversing file, and to debit your accounts at FCB or elsewhere, in order to correct any mistaken credit entry. You understand that if a Bill Payment or Transfer request describes the beneficiary inconsistently by name and account number, execution of the request will occur on the basis of the account number, even if it identifies a person different from the named beneficiary. Further, FCB and other financial institutions to which a Bill Payment or Transfer request is forwarded may rely on any FCB identification number supplied by you as a means to identify any other FCB, even if the identification number is different than FCB named by you. Your obligation to pay the amount of the Bill Payment or Transfer to FCB is not excused in such circumstances.

**Additional Provisions Applicable Only to Consumer Accounts:** Your Liability For Unauthorized Electronic Funds Transfer Transactions From Your Accounts When you give someone your Access Credentials to access your Online or Mobile Banking profile, you are authorizing that person to use your Online and Mobile Banking Services, and you are responsible for all transactions that person performs while using your Services. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, sign off after every Online Banking session and close your browser or MobileCommand to ensure confidentiality.

#### Additional Provisions Applicable Only to Business Accounts

If you are a corporation, partnership, limited liability company, association or some other form of business entity, we will issue one set of Access Credentials and any additional Security Procedures to an Account owner for each Authorized Party. It is your responsibility to ensure that Security Procedures are provided only to persons you authorize. You represent to us that each Account owner, Authorized Party, and anyone else using your Security Procedures has authority from your company to give us instructions to perform transactions using the Services.

Each person you authorize to access your Accounts through the Online Banking Services will have the ability to:

- Transfer funds between FCB Accounts.
- Make payments from all Bill Pay funding Accounts, regardless of the dollar amount of the transaction.
- Make payments regardless of whether he/she is otherwise an authorized signer on any bill pay funding Accounts that are accessed.
- Obtain information that we make available about eligible Accounts.
- Obtain other Services or perform other transactions that we authorize or allow.
- Allow anyone else to use those Security Procedures to make payments or obtain information or other services.
- View statements.
- View Check images.

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a company representative has given someone your Security Procedures and you want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. You will be solely liable for all transactions and other communications initiated before FCB has received such notification and has had a reasonable opportunity to act on such notification. We may have to change your Security Procedures or take additional steps to prevent further access by such person.

Our system supporting the Services is designed so that it may be operated only upon entry of valid Security Procedures. Since we condition access upon entry of valid Security Procedures, we will accept instructions for payments or other transactions from any person using valid Security Procedures.

This is so even if the person obtaining access:

- Is not a company representative.
- Exceeds your authority or that granted by any company representative.
- Does not have your authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You agree to be bound by all transactions from any business Account for which valid Security Procedures were used. You authorize us to treat any instructions we receive using valid Security Procedures as if the instructions had been made in writing and signed by the appropriate company representative. You agree that FCB's records as to this Agreement and all related agreements and Service provisions will be conclusive, binding, and presumed accurate, in the absence of manifest error, regarding any access to, or action taken through, the Services. Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the Security Procedures that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down.

If we fail or delay in making a transfer pursuant to your instructions, or if we make a transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount which we failed to timely transfer, calculated from the date on which the transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed sixty (60) days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where FCB is headquartered for each day interest is due, computed on the basis of a 360-day year.

#### Services Fees for Online Banking Services

All charges and fees for the Online Banking Services shall be at a rate specified in this Agreement and the applicable fee schedule, [www.firstcommand.com/legal/bank](http://www.firstcommand.com/legal/bank), as amended from time to time. You are responsible for all telephone, internet, data or other access charges you incur in connecting to the Online Banking Services as well as all charges assessed by any Internet service provider you use.

#### Intellectual Property Ownership

This Agreement does not transfer to you any ownership or proprietary rights in the Technology or any work or any part thereof, and all right, title and interest in and to the Technology will remain solely with FCB or its subcontractors.

### Third-Party Software and Third-Party Content

From time to time, we may offer third-party software tools and products that you may elect to install on your computer or Mobile Device and/or access through the Online Banking System (collectively "Third-Party Software"). You are responsible for obtaining a valid and separate license agreement with the provider of the Third-Party Software. From time to time, we may also offer information, commentary, and tools supplied by companies that are not affiliated with us ("Third-Party Content"). All of the Third-Party Content in the Online Banking System is labeled as such, and may be available either in a frame, via a hyperlink, or simply posted in the Online Banking System. We do not own any interest in Third-Party Content. We do not edit, review, or endorse any Third-Party Content. You agree and understand that:

- You assume all risk that any Third-Party Software you download and install, or any information you enter into the Third-Party Software, may be accessed by unauthorized third parties; and
- If you use the Third-Party Software to transmit information, you and the Third-Party-Software provider are responsible for the security and confidentiality of that information.

You agree that any Third-Party Software that you download is done at your own risk and you alone are responsible for any damage that might occur to the computer or other electronic device to which you download any Third-Party Software, or any loss or corruption of data that might occur as a result of the downloading or its installation in a computer or other electronic device.

You also agree that you are solely responsible for acquiring and maintaining a computer or other electronic device that has capabilities of handling and accessing the Third-Party Software, including any necessary equipment such as a modem, and that you are responsible for all costs associated with accessing the Third-Party Software. You also agree that any Third-Party Software you download is provided to you "as is" and "as available" and any Third-Party Content you review or utilize is provided to you "as is." You agree that we make no warranties and have no liability as to:

- The accuracy, completeness, availability or timeliness of the information, text, graphics, or other Items provided, stored, evaluated or processed through the Third-Party Software or Third-Party Content;
- The errors or omissions in the delivery or transmission of the Third-Party Software or Third-Party Content from us to you; and
- The Third-Party Software's or Third-Party Content's fitness for a particular purpose and non-infringement of any third-party rights.

You also agree that we will not be liable to you for:

- Your inability to use the Third-Party Software;
- The accuracy, timeliness, loss or corruption, or mis-delivery, of any Account information or any other information processed by the Third-Party Software; or
- Unauthorized access to your Accounts or to your Account information and any misappropriation or alteration, of your Account information or data as a result of your installation or use of the Third-Party Software.

### MobileCommand

"MobileCommand" (also referred to as MCommand) allows you to access your Account on your Mobile Device. MobileCommand allows you to perform the following functions on supported Mobile Devices:

- Download and install MobileCommand;
- Check balances and Account history;
- Download up to 500 items of transaction history;
- Display and delete scheduled bill payments;
- Schedule same-day and future one-time bill payments to existing payees;
- Initiate same-day, one-time funds transfers between your Accounts at FCB; and
- Send and receive secure in-session messages to/from customer service.

This section governs your use of Mobile Banking Services, including MobileCommand.

BY ACCESSING OR USING MOBILE BANKING SERVICES AND/OR MOBILECOMMAND, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ACCEPT IT IN FULL, AS IT MAY BE MODIFIED BY FCB FROM TIME-TO-TIME.

Mobile Banking Services permits you to perform a number of banking functions on your Account(s) linked to Mobile Banking Services through the use of your Mobile Device. This Agreement is by and between you and FCB, and we are solely responsible for MobileCommand and contents. Neither Apple, Inc. nor Google, Inc. is responsible for MobileCommand or its contents. You understand and agree you are still subject to the terms and conditions of any agreement you have with any unaffiliated third-party service providers, including, but not limited to your mobile service provider (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.) or any third-party provider of or marketplace for MobileCommand (e.g., Apple, Inc., or Google, Inc.), and this Agreement does not amend or supersede any of those separate third-party service provider agreements. You understand that such services may provide for fees, charges, limitations and restrictions which might impact your use of MobileCommand (e.g., data use charges, etc.), and you agree to be solely responsible for all such fees, charges, limitations and restrictions. You agree that only your mobile service provider is responsible for the performance and operation of its products and services, including your Mobile Device and the mobile service provider's own network. You agree to resolve any problems with your mobile service provider without involving FCB, Apple, Inc. or Google, Inc. You must comply with applicable third-party terms when using MobileCommand (e.g., you cannot be in violation of your wireless provider agreement when using MobileCommand).

When you use Mobile Banking Services or MobileCommand, or authorize others to use them on your behalf, you acknowledge and understand that you also agree to this Agreement, and that you cannot begin using Mobile Banking Services or MobileCommand until you have executed this Agreement.

### THE SERVICE

- Mobile Banking Services provides various services through your Mobile Device, including, but not limited to, check deposit via remote deposit capture (i.e., Mobile Deposits). FCB reserves the right to add or remove various components of Mobile Banking Services in FCB's sole discretion. Some aspects of Mobile Banking Services may not be available for certain Account types. We also reserve the right to refuse to make any transaction you request through Mobile Banking Services.
- FCB retains the right to terminate your use of Mobile Banking Services at any time, in FCB's sole and absolute discretion. By using Mobile Banking Services, you agree to the applicable provisions set forth in this Agreement and you agree to pay any fees that FCB may charge in conjunction with Mobile Banking Services (as set forth in FCB's current fee schedule, [www.firstcommand.com/legal/bank](http://www.firstcommand.com/legal/bank)).

### LOCATION-BASED INFORMATION

- If you use any location-based feature of Mobile Banking Services, you agree that your geographic location and other related personal information may be accessed and disclosed via MobileCommand. If you wish to revoke Mobile Banking access to such geographic location information, you must cease using the location-based features of MobileCommand.

### USE OF MOBILE BANKING

- Instructions on how to use Mobile Banking Services are contained within MobileCommand, and you agree that you will contact us if you have any questions about or problems with Mobile Banking Services or MobileCommand. If Mobile Banking Services or MobileCommand is modified, you are responsible for understanding how to use any modifications. You may not copy (other than a copy for personal or business use), modify, distribute, transmit, display, perform, reproduce, transfer, resell, lease, rent, distribute access to or republish any of the contents of Mobile Banking Services or MobileCommand without the prior written consent of FCB, which may be withheld in its sole discretion. Unless otherwise subject to the provisions of Regulation E for consumer customers, as further described in this Agreement, FCB will not be liable to you for any losses caused by your failure to properly use Mobile Banking Services, MobileCommand, or your Mobile Device.
- You agree not to use Mobile Banking Services or MobileCommand in any way that would: (a) infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of

Mobile Banking Services to impersonate another person or entity; (c) violate any applicable law (law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, anti-money laundering or bank secrecy); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, threatening or harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt FCB's computer network connection to Mobile Banking Services or MobileCommand; (i) interfere with or disrupt the use of Mobile Banking Services or MobileCommand by any other user; or (j) gain unauthorized entry or access to FCB's computer systems or the computer systems of others.

## **MOBILE BANKING SECURITY PROCEDURES**

- Unless otherwise subject to the provisions of Regulation E for consumer customers, as further described in this Agreement, you are responsible for all payments, transfers or other transactions you authorize using Mobile Banking Services, including those you authorize using MobileCommand. If you permit other persons to use your Mobile Device to access your Mobile Banking Services, you are responsible for any transactions they authorize. If you access Mobile Banking Services on your Mobile Device, you understand that you will be required to enter your Security Procedures. Mobile Banking Services may include your name and certain information about your Account, such as the last four digits of your Account number or specific Account transaction information. You understand and acknowledge that transmission of your masked Account number and specific information, including dollar amounts or individual payees and payors, does not constitute transmission of personal or private information, and you hereby authorize us to send such information via Mobile Banking Services to your Mobile Device. Use of our normal security procedures for maintaining confidentiality and security of information constitutes fulfillment of our obligations to exercise due care.
- In addition to the Security Procedures contained elsewhere in this Agreement, FCB may choose to offer the option to log into MobileCommand using your fingerprint(s) ("Touch ID") or facial recognition ("Face ID"). Fingerprints and facial recognition information are stored on your Mobile Device only, and neither FCB nor any of its affiliates ever see your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your Mobile Device access to your Account on MobileCommand. We caution you against storing the fingerprints of others on your Mobile Device. If you do, please make sure the individuals who have fingerprints stored on your device should be authorized to access the personal and payment information available through MobileCommand and contact us immediately if you believe that your Mobile Device has been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without authorization. FCB reserves the right to suspend or disable this feature at any time.

## **OWNERSHIP & LICENSE**

- The license granted to you for Mobile Banking Services is a non-transferable license to use Mobile Banking Services on an iOS or Android operating system that you own or control and as permitted by the usage rules and terms of service governing the Apple, Inc. App Store or the Google, Inc. Play Store, as applicable.
- You agree that FCB retains all ownership and proprietary rights in Mobile Banking Services, MobileCommand, associated content, technology, and website(s). Certain of FCB's trademarks and/or service marks may also be included in Mobile Banking Services and MobileCommand. Your use of Mobile Banking Services and MobileCommand is subject to and conditioned upon your complete compliance with this Agreement. The posting of the contents of Mobile Banking Services and MobileCommand neither constitutes a waiver of any of FCB's proprietary rights nor any other party's proprietary rights, including but not limited to, copyrights, trademarks, service marks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to Mobile Banking Services user or to any third party. Contents of Mobile Banking Services and MobileCommand are protected by United States and international copyright laws, both as individual works and as a collection and by United States and international trademark laws. You agree not to delete any copyright, trademark or similar notice from any contents you obtain from Mobile Banking Services or MobileCommand.
- Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use Mobile Banking Services. Without limiting the restriction of the foregoing, you may not use Mobile Banking Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to FCB's business interest, or (iii) to FCB's actual or potential economic disadvantage in any aspect. You may use Mobile Banking Services only in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide Mobile Banking Services.
- The display of third-party trademarks within Mobile Banking Services and MobileCommand does not grant you a license of any kind. Any downloading of contents of Mobile Banking Services, MobileCommand, or any other service linked to Mobile Banking or MobileCommand may be a violation of federal trademark and copyright laws. FCB and you acknowledge and agree that, in the event of any third-party claim that Mobile Banking Services, MobileCommand, or your possession or use of Mobile Banking Services or MobileCommand infringes that third party's intellectual property rights, FCB and its third-party service providers are solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- If you download MobileCommand from Apple, Inc. via the App Store, then in the event of any failure of MobileCommand to conform to the warranty as described in this Agreement, you may notify Apple, Inc., and Apple, Inc. will refund your purchase price for MobileCommand, if any. However, to the maximum extent allowed by applicable law, Apple, Inc. will have no other warranty obligation whatsoever with respect to MobileCommand, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of FCB and any of its third-party providers.

## **CONFIDENTIALITY AND UNAUTHORIZED USE**

- You acknowledge that the Technology and Mobile Banking Service contain valuable trade secrets, which are the sole property of FCB or its subcontractors ("FCB Confidential Information"), and you agree to hold same in strict confidence and disclose only to those agents whose duties reasonably require access to same, provided all such agents are informed of such use or disclosure restrictions as set forth herein. You agree to use no less than reasonable care to prevent other parties from learning of these trade secrets. You will take no less than all reasonable steps to prevent the unauthorized use, disclosure, duplication or access of FCB Confidential Information.
- You acknowledge that the unauthorized use, disclosure or duplication of any FCB Confidential Information shall constitute a material breach of the Agreement and is likely to cause irreparable injury to FCB, for which there is no adequate remedy at law. Accordingly, you hereby agree that FCB may seek injunctive relief against you to prevent or remedy any breach of your confidentiality obligations described herein without FCB required to post bond, or if bond is required, only nominal bond. You agree to indemnify FCB and hold it harmless from and against any and all losses, liabilities, claims, damages and expenses (including reasonable legal fees and expenses) arising from or relating to the disclosure of any FCB Confidential Information or the failure to keep the Technology and Mobile Banking Service secure. You understand and agree that the use of the Technology and Mobile Deposit Service is confidential and agree to assume all risks or accidental disclosure, inadvertent use of unauthorized use by any party whatsoever, whether or not such disclosure or use is on account of your negligence.

## **THIRD-PARTY BENEFICIARIES**

- You agree that our third-party service providers may rely upon your agreement and representations, and that such service providers are intended third-party beneficiaries to this Agreement, with the power to enforce this Agreement against you. FCB and you acknowledge and agree that Apple, Inc., and all of its subsidiaries, and Google, Inc., and all of its subsidiaries, are third-party beneficiaries of this Agreement and that, upon your acceptance of this Agreement, either Apple, Inc., or Google, Inc., as applicable, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as it relates to Mobile Banking Services as a third-party beneficiary thereof. Except as set forth above in this section, there shall be no other third-party beneficiaries to this Agreement.

## Deposits on Command Service

FCB offers the Deposits on Command Service ("Mobile Deposit Service" or "Mobile Deposit") to be used by you in accordance and in compliance with and the Check Clearing for the 21st Century Act ("Check 21 Act"). Mobile Deposits enable you to create and submit electronic Check images ("Imaged Items") to FCB, for deposit to your personal or business Account(s), as applicable, in lieu of the Original Checks (as defined herein) from which such Check images were obtained. For the purposes of this section and other provisions relating to Mobile Deposits, any capitalized term not otherwise defined herein has the definition ascribed to it under the Check 21 Act. You acknowledge and agree that Mobile Deposit, or any portion of Mobile Deposit may be provided by one or more subcontractors.

## PROHIBITED TRANSACTIONS

You agree not to use Mobile Deposits to deposit or otherwise process:

- Non-cash Items;
- Items drawn on foreign banks or payable in other than U.S. currency;
- Items without preprinted magnetic ink routing numbers;
- Items for which you are not a holder in due course;
- Substitute Checks, except those which have been returned to you for any reason;
- Items that are payable on sight or payable through Drafts;
- Items payable to any person or entity other than you (i.e., no third-party deposits), even if endorsed over to you;
- Items endorsed by you and a non-joint Account owner;
- Items that are issues to multiple parties other than joint Account holders;
- Items stamped with a "non-negotiable" watermark;
- Items containing apparent alterations to any of the information on the front of the Check or Item, or which you know or suspect (or should know or suspect) are fraudulent or otherwise not authorized by the owner of the Account on which the Check or Item is drawn;
- Items dated more than six months prior to the date of deposit;
- Items that are postdated, or dated later than the date of deposit;
- Items prohibited by FCB's current procedures relating to the Services or which are not acceptable under the Agreement;
- Original Checks or other Items previously converted to a Substitute Check;
- Checks or Items that are not in original form with a signature, such as Substitute Checks or Remotely Created Checks (as defined in Regulation CC);
- Checks or Items prohibited by FCB's current policies and procedures relating to Mobile Deposits;
- Money Orders, Travelers' Checks, or United States Savings Bonds; or
- Checks or Items which are otherwise not acceptable under the terms of your Account(s).

## LIMITS

The dollar amount limits and daily number of transaction limits for Mobile Deposit shall be determined by FCB in its sole discretion, with or without notice to you as required by Applicable Law. For all Accounts, your Mobile Deposits daily dollar limit is \$5,525.00 and monthly dollar limit is \$5,525.00. Temporary or permanent limit increases may be made at FCB's sole discretion and approval. Mobile Deposits will be processed according to applicable regulations. For Items exceeding your limits, please contact FCB to discuss your deposit options, which may include a temporary limit increase. See Funds Availability Disclosure for additional details.

## CLIENT RESPONSIBILITIES

You authorize FCB to convert Items to IRDs or transmit as an image and further authorizes FCB or any other bank to which an Item is sent to handle the Item. You agree to, at your sole expense: a) provide connectivity between the Capture Device and the Technology; b) maintain the Capture Device in accordance with the instructions provided by FCB, its subcontractors and/or any other Capture Device provider; c) if applicable, utilize the Capture Device and Technology to scan, load, and format Items as needed for transmission to FCB; d) process return date and any remittance data delivered by FCB for the purpose of updating your internal systems (which may include electronic and paper return Items); e) implement and maintain security measures, including firewall protection, in compliance with its obligations under this Agreement; and f) you further agree that you will comply with any instructions and/or procedures regarding Mobile Deposit and submission of Items which may be issued by FCB from time to time.

## RETENTION AND SECURITY OF ORIGINAL CHECKS

You shall retain the physical Original Check that represents the deposit for at least thirty (30) days following the date of FCB's confirmation of the successful transmittal and agree to make the originals available to FCB within seventy-two (72) hours of FCB's request. Such Checks must be securely stored to prevent unauthorized access until they are destroyed. You understand that in all cases you are solely responsible for safeguarding all Items you retain, during the reasonable period of time described above, from destruction, alteration or theft. Items are to be securely destroyed in a commercially reasonable manner that renders them unusable or otherwise unreadable on the sixty-first (61st) day following the date of the deposit.

## PAYMENT PROCESSING

The Imaged Item transmitted to FCB using Mobile Deposits must be legible and contain images of the front and back of the Original Check. The image quality of the Imaged Item must comply with the requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Imaged Item: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and all other information placed on the Original Check prior to the time the Imaged Item is captured (such as any required identification written on the front of the Original Check and any endorsements applied to the back of the Original Check). FCB reserves the right to reject any single Check image or group of Check images for any reason, before or after it/they appear on FCB's system.

Imaged Items transmitted without being properly endorsed are subject to rejection by FCB. You agree to inspect and verify the quality of the Imaged Item, ensuring that the images of the front and back of the Original Check are legible before sending the Imaged Item via Mobile Deposits. Specifically, you warrant the following:

(i) the Imaged Item is an accurate representation of the information contained in the Original Check, and the Imaged Item includes all endorsements from the Original Check; (ii) each Imaged Item contains a record of all MICR line information required for a Substitute Check, and the Imaged Item satisfies all of the requirements of the Check 21 Act and Regulation CC; (iii) the Original Check, a duplicate check image, or any copy of the Original Check or Imaged Item will not be deposited by you with FCB; and (iv) the Original Check, a duplicate Check image, or any copy of the Original Check or Imaged Item will not be presented, transferred or returned such that FCB or any other person will be asked to make a payment based on a Check or Check image that has already been paid. FCB has no responsibility or liability for any fees incurred due to the rejection of transmitted Items for missing/ incomplete endorsements. You agree that Items transmitted using **Mobile Deposits** are not subject to the funds availability requirements of Regulation CC. Unless FCB notifies you otherwise, FCB provides same-day credit to the applicable Account for all Items transmitted by you and received by FCB prior to 3:00 p.m. Central Time on a Business Day. For Items transmitted by you and received by FCB after to 3:00 p.m. Central Time on a Business Day, the Account will be credited the next Business Day. Such daily cut-off times may be adjusted by FCB in its sole discretion from time to time upon notice to you.

In addition, funds you deposit via Mobile Deposits may be delayed for a longer period for a variety of reasons as determined in FCB's sole discretion, including, but not limited to:

- We believe a Check you deposit will not be paid

- We believe a Check you deposit is a duplicate image
- You deposit Checks totaling more than any applicable per Item limit, daily dollar amount limit, monthly Item limit, or monthly dollar amount limit or any other limitations on your Mobile Deposits that FCB may impose
- You redeposit a Check that has been returned unpaid
- You have overdrawn your Account repeatedly in the last six (6) months
- There is an emergency, such as failure of computer or communications equipment
- We exercise our rights to investigate any unusual or suspicious Mobile Deposit Items as determined in FCB's sole discretion

You shall be solely responsible if any Imaged Item for which you have been given provisional credit is returned or reversed, and neither FCB nor its subcontractors shall be liable or responsible. You acknowledge all credits received for deposit are provisional, subject to verification and final settlement. For each dishonored Imaged Item, we will charge your respective Account for such returned Item and may either (i) return the Item to you, or (ii) re-present it to the Drawee Financial Institution before returning it to you. Items may be returned as an image of the original or a substitute check of the charged-back Item. Should a Drawee Financial Institution or other third party make a claim against us or seek re-credit with respect to any electronic image, we may provisionally freeze or hold aside a like amount in your Account pending investigation and resolution of the claim.

Imaged Items shall be deemed received by us for deposit based upon time of successful receipt of Imaged Items that are complete, usable, and adhere to the standards discussed above. If any Imaged Item is not complete, is not usable, or does not adhere to the required standards provided for herein, the Imaged Item may not be processed by us, in which event your deposit will be adjusted and notification provided. You understand we will process only your Imaged Items that comply with the standards discussed above and are Sufficient Image Copies, and we will use commercially reasonable efforts to present these Sufficient Image Copies for collection under the Check 21 Act framework.

FCB may reject any Imaged Item which does not comply with the requirements set forth herein. FCB may reject any entry if you have failed to comply with any Account balance obligations. FCB may reject any deposit from you that does not adhere to the applicable Security Procedures. FCB shall notify you by phone or electronic communication, such as email or fax, of such rejection no later than the Business Day such deposit would otherwise have been completed. Notices of rejection shall be effective when given. FCB shall have no liability to you by reason of the rejection of any such deposit or the fact that such notice is not given at an earlier time than that provided for herein.

You shall have no right to cancel or amend any deposit after its receipt by FCB. However, if such request complies with the Security Procedures, FCB shall use reasonable efforts to act on a request by you for cancellation of a deposit prior to transmitting it to the Drawee Financial Institution, but shall have no liability if such cancellation is not implemented. You shall reimburse FCB for any expenses, losses, or damages FCB may incur in implementing or attempting to implement your request for the reversal of a deposit.

You understand and acknowledge that we are relying on the truth and veracity of all Imaged Items submitted for deposit via Mobile Deposits by you to us, and you warrant that such Imaged Items accurately reflect Original Checks that are, or at the time of the creation of the Substitute Checks, were, in your possession.

#### **CLIENT REPRESENTATIONS AND WARRANTIES**

By using Mobile Deposit, you give us the same warranties and indemnities that we, as a reconverting bank, would give under applicable law or regulation. You understand and acknowledge that all of the warranties deemed given by a depositor of a Check to a bank under the Texas Uniform Commercial Code, shall also apply to any Imaged Item the same as if such electronic image or Substitute Check were a paper check within the meaning of the Texas UCC. Accordingly, except to the extent that any warranties deemed given under the Texas UCC are expressly superseded by the Check 21 Act or the Check 21 Act regulations, you understand that you are deemed to give us all the same warranties you would have given under the Texas UCC for the deposit of an Original Check by transferring to us: (a) any Substitute Check; (b) an Imaged Item or other item purporting to be a Substitute Check; or (c) any electronic image that purports to contain a Sufficient Copy of an Original Check or a Substitute Check.

Such warranties also include the following two (2) specific warranties regarding transfer and presentment:

- You warrant that the electronic image we convert to a Substitute Check meets the requirements described in the Check 21 Act Regulation (found at 12 CFR §229.51(a)(1) – (2) and as amended from time to time) for legal equivalence.
- And your warranty given above is deemed given to us and any other person, company or bank to which we transfer, present or return any of the Images included in such electronic file as a Sufficient Image Copy or that purports to be a Sufficient Image Copy created by FCB or any subsequent bank receiving a copy of such image.

Customer represents that it shall permit no third parties to use Mobile Deposits to deposit Original Checks to Customer's Account.

With respect to each and every Mobile Deposit transaction initiated by you, you represent and warrant to FCB and agree that you shall perform your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by the Office of Foreign Assets Control ("OFAC") and the Bank Secrecy Act.

You represent and warrant to FCB that: (a) you and any Authorized Parties will only use Mobile Deposit for lawful purposes and in compliance with all applicable rules and regulations and with FCB's reasonable instructions, rules, policies, specifications, terms and conditions, and operation procedures and will not violate any law of any country or the intellectual property rights of any third party; (b) you will only transmit acceptable Items for deposit to an Account on which you are an authorized signer or account holder and will handle the original Items following transmission to FCB as agreed and in accordance with applicable law; (c) you are a person authorized to enforce each Item or are authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item; (d) the Items have not been altered; (e) each Item bears all applicable endorsements in a restricted format as directed by FCB; (f) all the warranties set forth in and subject to the terms of 4-207 of the Texas Uniform Commercial Code (Tex. Bus. & Com. Code § 4.207); (g) (1) Imaged Item accurately and legibly represents all of the information on the front and back of the Original Check as of the time the Original Check was truncated, (2) the information portion of the Imaged Item contains a record of all applicable micro-line information required for a Substitute Check, and (3) the Imaged Item conforms to the technical standards for an electronic Item as specified by FCB from time to time; (h) you will submit only one accurate and clear image of the front and back of each Item to FCB; (i) you will not deposit the original Items and no person will receive a transfer presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item); (j) the amount of an Item entered by you or an Authorized Party for transmission to FCB is accurate; and (k) you and any Authorized Party will not (1) sell, lease, distribute, license or sublicense the Technology or Mobile Deposit Service; (2) modify, change, or alter the Technology or Mobile Deposit Service in any way for any reason; (3) provide, disclose, or permit use of the Technology or Mobile Deposit Service by, any third party; (4) copy or reproduce all or any part of the Technology or Mobile Deposit Service; (5) interfere, or attempt to interfere, with the Technology or Mobile Deposit Service in any way; (6) engage in any fraudulent, illegal or unauthorized use of the Mobile Deposit Service; (7) introduce or transmit through the Technology or Mobile Deposit Service, any virus, worm, software lock, drop dead device, trojan-horse routine, trapdoor, back door, timer, time bomb, clock, counter or other limiting routine, instructions or design or any other codes or instructions which may be used to access, modify, delete, damage, disable or prevent the use of the Technology, Mobile Deposit Service or other computer systems of FCB or its subcontractors; (8) remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the Technology or Mobile Deposit Service; or (9) engage in or allow any action involving the Technology or Mobile Deposit Service inconsistent with this agreement. Should you receive notice of any claim regarding the Mobile Deposit Service, you shall promptly provide FCB with a written notice of such claim. You agree that FCB is legally entitled to a valid and unqualified endorsement of you as described herein.



## INDEMNIFICATION

In addition to its indemnification obligations elsewhere in the Agreement, and except for Losses attributable to FCB's own lack of good faith or failure to exercise ordinary care, you will indemnify and hold FCB harmless for any Losses relating to or arising in connection with: (i) FCB accepting and/or processing for deposit any Check based on Imaged Items received by FCB, including without limitation, any missing or improper endorsement or endorsement by FCB of any Check or Substitute Check as contemplated hereunder; (ii) an accepted Check having previously been paid, or any Check not properly payable to you; (iii) any warranty or indemnity claim brought against FCB by a third party under Regulation CC or other Applicable Laws or Operating Rules in connection with an Imaged Item transmitted to FCB by you; and (iv) any recipient of Imaged Items processed by FCB, if such Losses occurred due to the receipt of Imaged Items instead of the Check; provided, however, that you shall not be obligated to indemnify FCB for Losses attributable to FCB's gross negligence or willful misconduct. These indemnification obligations shall survive termination of the Services.

FCB is required to indemnify a depository bank that accepts an Original Check from which an electronic Check is created for Losses incurred by that depository bank if the Losses are due to the Check having already been paid. If FCB (including its service providers and agents) suffers any Losses arising directly or indirectly from or related to such depository bank indemnity obligation, you will indemnify FCB (including its service providers and agents) and not hold such parties responsible or liable.

## OVERDRAFT PROTECTION SERVICES

This Overdraft Protection Services Disclosure governs the Overdraft Protection Service between you and FCB. This service allows us to pay, at our discretion, any withdrawal order item (whether by check, electronic funds transfer, including ATM and everyday (one-time) debit card transactions and Automated Clearing House (ACH) preauthorized transactions) if you do not have enough available funds to cover the item(s) in your Account. We are under no obligation to pay any Item which would result in an Account being overdrawn in any amount.

An overdraft occurs when you do not have sufficient available funds in your Account to cover a transaction, but we pay it anyway. You can choose to cover your overdrafts by enrolling in one of the following:

1. **Coverdraft.** This service transfers available funds from an Account owned and designated by you in the event that funds are not available in another Account to pay Items. No fee is assessed for these transfers and there is no limit on the number or frequency of sweep transfers. Money Market Accounts are subject to transaction limitations, refer to the Truth-In-Savings Disclosure for further information.
2. **Overdraft Protection.** This service allows us to pay, at our discretion, any withdrawal order item (whether by check, electronic funds transfer, including ATM and everyday (one-time) debit card transactions and Automated Clearing House (ACH) preauthorized transactions) if you do not have enough available funds to cover the item(s) in your Checking Account. However, if you would like to include overdrafts for ATM and everyday (one-time) debit card transactions, you are required to "opt-in" (provide us with your affirmative consent) to the overdraft service.

When an Item is presented against an Account with Overdraft Protection, we may pay the Item, provided funds are available within your Overdraft Protection Limit. Overdraft Fee (s) will apply to all Items paid using Overdraft Protection regardless of the number of Items presented at one time. We will charge you an Overdraft Fee for each Item we pay that overdraws your Account more than \$5.00, please refer to the fee schedule or visit [www.firstcommand.com/legal/bank](http://www.firstcommand.com/legal/bank). You have thirty (30) days to deposit funds at least equal to the total amount of overdraft extended in order to bring your Account even. Failure to pay may result in the suspension or termination of your Overdraft Service. We reserve the right to remove this service at our discretion.

If all available Overdraft Protection is applied towards Items presented for payment, additional Items may be subject to a fee and may be returned or paid at the sole discretion of FCB, pursuant to FCB's fee schedule or visit [www.firstcommand.com/legal/bank](http://www.firstcommand.com/legal/bank). FCB is under no obligation to pay any Item which would result in an Account being overdrawn in any amount. A summary of all paid Item fees as well as all return Item fees can be found on your monthly FCB statement. For additional information concerning Overdraft Protection, please refer to 'Overdraft Protection FAQs' ([www.firstcommand.com/banking/personal/checking/fees#faq](http://www.firstcommand.com/banking/personal/checking/fees#faq))

If you do not want Overdraft Protection, an alternative service is available called Coverdraft. The Coverdraft Service transfers available funds from an Account owned and designated by you in the event that funds are not available in another Account to pay Items. No fee is assessed for these transfers and there is no limit on the number or frequency of sweep transfers. Notwithstanding the foregoing, Money Market Accounts are subject to transaction limitations, refer to the Truth-In-Savings Disclosure for further information.

**Overdraft Fee.** Each overdraft will incur an Overdraft Fee. The amount of the Overdraft Fee as provided for herein is subject to change. You can find the current Overdraft Fee by calling 1.888.763.7600 and visiting [www.firstcommand.com/banking/personal/checking/fees/](http://www.firstcommand.com/banking/personal/checking/fees/). Whether your overdrafts will be paid is discretionary and we reserve the right not to pay. For example, we typically do not pay overdrafts if your Account is not in good standing, or you are not making regular deposits, or you have too many overdrafts. The Overdraft Fee is not interest, but rather a fixed, per occurrence fee we assess to help cover our costs of administering Overdraft Protection.

1. **Promise to Pay.** You promise to pay each overdraft and each related Overdraft Fee promptly, but not later than the applicable due date. In addition, you agree that the Account will not be overdrafted, or have a negative balance, for more than thirty (30) consecutive days. Each overdraft and Overdraft Fee, to the extent such remain outstanding, must be repaid through deposit(s) to the Account on or before the applicable due date. Each deposit to the Account shall be applied first to an outstanding overdraft and its related Overdraft Fee, in reverse chronological order of when the overdraft(s)/Overdraft Fee(s) were incurred.
2. **Joint and Several Liability.** If there is more than one Account holder, each is jointly and severally liable for the obligations under this Agreement. This means we can require any one of you to pay all amounts due under this Agreement, including all overdraft(s) and Overdraft Fee(s). Each of you authorizes any other Account holder, on his or her signature alone, to cancel this Agreement, to request and receive Overdraft Protection, and to do all other things necessary to carry out the terms of this Agreement. We can release any of you from responsibility under this Agreement, and the others will remain responsible.
3. **Overdraft Protection Limit.** Effective July of 2023, we will assign to you an Overdraft Protection Limit up to a total of \$500.00. Your Overdraft Protection Limit is subject to amendment from time to time and we will advise you, in writing, of each such amendment. Your continued use of your Account after the effective date of any such amendment will constitute your agreement to the amendment.
4. **Default.** We may declare you to be in default ("Default") under this Agreement if any one or more of the following events occur: (a) you fail to repay an overdraft or Overdraft Charge on or before its due date; (b) the Account has been overdrafted, or had a negative balance, for more than thirty (30) consecutive days; (c) you die; (d) you make any false or misleading statements on your application to participate in Overdraft Protection; (e) you violate any provision of this Agreement or any other agreement with us; (f) the Account is subject to garnishment, attachment, execution or some other governmental or court order which prevents withdrawals from the Account; (g) you exceed your Overdraft Protection Limit; (h) you file for bankruptcy or other insolvency relief, or an involuntary petition under the provisions of the Federal Bankruptcy Act is filed against you; or (i) we receive conflicting instructions from two or more Authorized Parties.
5. **FCB's Rights.** If a Default occurs, we will send notice to you of the Default at 15, 30, and 60 days after such Default and we may suspend or terminate your access to and use of Overdraft Protection. We may also report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.
  - a. **Suspension.** If we suspend your use of Overdraft Protection, you will lose the ability to obtain additional Overdraft Protection. However, all other terms of this Agreement will remain in effect and be binding upon you.
  - b. **Termination.** If we terminate your use of Overdraft Protection, the entire unpaid balance of your Overdraft Protection Limit will be immediately due and payable, without prior notice except as may be required by law, and you agree to pay that amount plus all outstanding Overdraft Fees and other amounts due under this Agreement.

- c. **Collection Costs.** Upon Default, we may hire an attorney to help collect the unpaid overdraft(s) and Overdraft Charge(s) if you do not pay such within the time we request, and you will pay the attorneys' fees which we incur. You also will pay to us all other amounts actually incurred by us as court costs and other costs of collection.
6. **Term.** The term of your Overdraft Protection will begin as of the date the Account becomes available for your use (unless the Program or its predecessor is already in effect and this Agreement is provided to you as an amendment of the prior or existing contract) and will continue until your participation in Overdraft Protection is terminated. At that time, all outstanding Overdraft(s), Overdraft Charge(s), and any other charges or costs incurred by FCB in connection with your participation in Overdraft Protection, will be payable on demand.
7. **Termination of Agreement.**
- a. **By You.** You must notify us of your request for Overdraft Protection termination. The termination will be effective when we have had a reasonable period of time to act on your request, but no later than thirty (30) calendar days after we are in receipt of your notification. Despite termination, your obligations under this Agreement will remain in full force and effect until you have paid us all amounts due under this Agreement.
- b. **By Us.** We may terminate this Agreement and your participation in Overdraft Protection even if a Default has not occurred; however, if we elect to do that, we will provide to you advance written notice of that decision.

FUNDS AVAILABILITY DISCLOSURE

YOUR ABILITY TO WITHDRAW FUNDS	
TYPE OF DEPOSIT	WHEN FUNDS WILL BE AVAILABLE
Cash, Check* Electronic Deposits (ACH)*, Wire <i>*Some items may be subject to a hold up to (7) days</i>	The same Business Day we receive the deposit
For deposits made to a shared ATM <b>Case-by Case Delays</b> Depending on the type of deposit, all funds may not be immediately available	The same Business Day of deposit  Up to \$275 of deposits are available to pay items presented for posting that evening. The remaining funds available the next business day.
<b>Advisor/Advisor Office Mailed Deposits</b> Deposits provided to advisors for processing at First Command Bank will reflect a "day of deposit" as the date the check is received at the First Command Bank location. <b>NOTE: CASH WILL NOT BE ACCEPTED IN FIRST COMMAND FIELD OFFICES</b>	Funds available the same Business Day as the date of deposit. Some items may be subject to a hold up to seven (7) days
<b>New Account Deposits</b> (Rules apply the first thirty (30) days your Account is open) Electronic Direct Deposits (ACH), Cash, Wire Transfers, Check Deposits, and the first \$6,725 of a day's total deposits of cashier's certified, teller's, traveler's and federal, state and local government checks	Deposit available same Business Day as deposit. Excess of \$6,725 of a Business Day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks is available on or before the ninth Business Day.
<b>Foreign Checks</b> Any negotiable demand draft drawn on or payable through an office or depository institution not located or having a branch within the United States in the amount of \$50.00 U.S. dollars or greater	Funds will be credited to an Account once FCB receives final payment of the Foreign Check. Collection may take up to 6-8 weeks. Processing and Collection fees may apply.

YOUR ABILITY TO WITHDRAW FUNDS

This disclosure applies to demand deposit accounts.

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

Our policy is to generally make funds from your cash, Check, shared ATM and EFT deposits available to you on the same Business Day we receive your deposit, or, if received after 3:00 p.m. CT on a Business Day or on a non-Business Day, the first Business Day after we receive your deposit. For ACH EFTs, your deposit will be made available in accordance with and subject to the NACHA Rules. For certain non-ACH EFTs, your deposit may not be considered received until we have obtained final payment of the funds. "Business Day" means a calendar day other than a Saturday or a Sunday, or other day on which FCB is authorized or required to be closed.

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

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

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

LONGER DELAYS MAY APPLY

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

- We believe a Check you deposit will not be paid.
- You deposit Checks totaling more than \$6,725 on any one day.
- You redeposit a Check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following rules will apply during the first thirty (30) days your Account is open.

Funds from EFTs to your Account will generally be available on the day we receive the deposit. Funds from deposit of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, State and local government Checks will be available on the same day as the day of your deposit if the deposit meets certain conditions. For example, the Checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725 will be available on or before the ninth Business Day after the day of your deposit. If your deposit of these Checks (other than a U.S. Treasury Check) is not made in person to one of our employees, the first \$6,725 may not be available until the second Business Day after the day of your deposit.

Funds from all other Check deposits will be available on or before the ninth business day after the day of your deposit.

FOREIGN CHECKS

For the purpose of this policy, a Foreign Check is defined as any negotiable demand draft drawn on or payable through an office of a depository institution not located or having a branch within the United States.

**Availability of Funds:** In general, FCB will only accept Foreign Checks payable in the amount of \$50.00 U.S. Dollars or greater and will not grant immediate or provisional credit on any Foreign Check(s) received for deposit. Funds will be credited to an account once FCB receives final payment of the Foreign Check.

**Collection Time:** In general, funds for common types of Foreign Checks/currency (such as Canadian) are collected within 7 to 10 Business Days. However, for other currency types or any currency type deemed as 'hard to collect' by the Federal Reserve, collection may take 6 to 8 weeks.

**Processing and Collection Fees:** Any fees incurred by FCB in the process of collecting funds from the depository institution upon which the Foreign Check is drawn may be charged to the Account into which the Foreign Check was presented for deposit. These fees may be charged regardless of the outcome of collection efforts.

SUBSTITUTE CHECKS AND YOUR RIGHTS

As our customer, we think it's important for you to know about Substitute Checks. The following Substitute Check Disclosure provides information about Substitute Checks and your rights. So you will recognize Substitute Checks when you receive them, we have included a copy of the front side of a Substitute Check along with an explanation of the Substitute Check's components.

What is a Substitute Check?

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

Some or all of the Checks that you receive back from us may be Substitute Checks. This notice describes rights you have when you receive Substitute Checks from us. The rights in this notice do not apply to Original Checks or to EFTs to your Account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

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

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

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

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

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a Substitute Check that you received and that was posted to your Account, please contact us at:

First Command Bank  
P.O. Box 901041  
Ft. Worth, Texas 76101-2041  
1.888.763.7600  
info@firstcommand.com

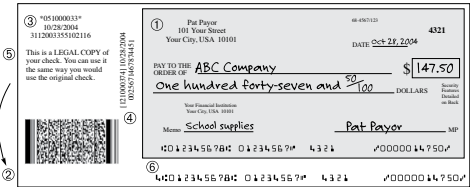
You must contact us within sixty (60) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the Substitute Check in question or the Account statement showing that the Substitute Check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

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

SUBSTITUTE CHECK IMAGE

Below is an image of a sample substitute check. The numbers listed below the image correspond with the numbers on or near the substitute check image and the corresponding text explains the various components of a substitute check.



These numbers correspond with the numbers on the Substitute Check Image:

1. An image of the Original Check appears in the upper right-hand corner of the Substitute Check.
2. A Substitute Check is the same size as a standard Check.
3. The information in asterisks relates to the "reconverting bank"—the financial institution that created the Substitute Check.
4. The information in brackets (appears sideways facing check image) relates to the "truncating bank"—the financial institution that took the Original Check out of the Check processing system.
5. The Legal Legend states: This is a legal copy of your check. You may use it the same way you would use the original check.
6. The MICR lines at the bottom of the image of the Original and at the bottom of the Substitute Check are the same except for the "4" at the beginning of the Substitute Check number, which indicates that it is a Substitute Check being moved forward for collection purposes. It is also possible for a Substitute Check number to begin with a "5" if the Item is being returned. The rest of the MICR line is the same as the Original Check to ensure that it is processed as though it were the original.

## TRUTH-IN-SAVINGS DISCLOSURE

The Rate table, at [www.firstcommand.com/Banking/Personal/Rates](http://www.firstcommand.com/Banking/Personal/Rates) and the Fee Schedule, at [www.firstcommand.com/legal/bank](http://www.firstcommand.com/legal/bank) sets forth certain conditions, fees and charges that are specific to your Account. The Truth-In-Savings Act is only applicable to an Account held by a natural person that is used primarily for personal, family, or household purposes. Each Account holder agrees to the terms set forth on this Rate and Fee Schedule and acknowledges that it is a part of this Agreement. Subject to Applicable Law and the terms of this Agreement, we may amend the fees and charges contained in this schedule from time to time.

**Rate Information:** For current rates, including applicable Annual Percentage Yields (APY), please refer to <https://www.firstcommand.com/banking/personal/rates/>. At the bank's discretion, the interest rate may change at any time. Fees could reduce the earnings on your Account.

**Periodic Account Statements:** Each deposit Account will be subject to electronic periodic statements (E-Statements) and a Paper Statement Fee of \$1.00 per month or periodic statement cycle will be imposed to receive paper periodic statements except for Certificate of Deposits (CDs), Individual Retirement Accounts (IRAs), and personal or business accounts that are used to make payments associated with a financial plan for monthly investment, insurance, or loan payments with FCFS or FCB. To avoid the Paper Statement Fee, go to <https://firstcommandbank.onlinebank.com/SignIn.aspx> and enroll in Online Banking. Once successfully enrolled, visit the Statements and Documents page found in the Accounts menu to enroll.

**Account Fees and Charges:** For additional information about applicable fees and charges, refer to the Schedule of Fees and Charges at [www.firstcommand.com/legal/bank](http://www.firstcommand.com/legal/bank).

### FIRST CHECKING ACCOUNT

**Rate Information** - This is a non-interest bearing account.

**Minimum balance to open the Account** - \$0.00 deposit to open this Account.

**Minimum balance to avoid a service fee** - There are no monthly service fees.

**Transaction limitations** - There are no transactions limits.

### COMMAND CHECKING ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change.

**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.

**Minimum balance to open the Account** - \$0.00 deposit to open this Account.

**Minimum balance to avoid a service fee** - There are no monthly service fees

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$1,000.00 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.

**Compounding and crediting frequency** - Interest will be compounded and credited to your Account every month.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the Business Day we receive credit for the deposit of noncash Items (for example, Checks).

**Transaction limitations** - There are no transactions limits.

### MONEY MARKET ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change.

**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.

**Minimum balance to open the Account** - \$0.00 deposit to open this Account.

**Minimum balance to avoid a service fee** - There are no monthly service fees.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum daily balance for each tier in the Account 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.

**Compounding and crediting frequency** - Interest will be compounded and credited to your Account every month.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the Business Day we receive credit for the deposit of noncash Items (for example, Checks).

**Transaction limitations** - Transfers from a Money Market Account to another Account or to third parties by preauthorized, automatic, telephone, EFT, or by check, draft, or similar order are limited to six (6) per statement cycle. In addition to the above noted preauthorized transfers, you may make unlimited withdrawals (payments directly to you or transfer of funds from your Account to any of your other deposit Accounts or loan accounts with us), either in person at our location, by mail, messenger, telephone (via check mailed to you) or use of an ATM card (if applicable). If you exceed the six transaction limit three (3) times within one (1) year, the Account may be changed to a regular checking Account.

### FIRST SAVING ACCOUNT (MONEY MARKET)

**Rate Information** - Your interest rate and annual percentage yield may change.

**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.

**Minimum balance to open the Account** - \$0.00 deposit to open this Account.

**Minimum balance to avoid a service fee** - There are no monthly service fees.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum daily balance for each tier in the Account 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.

**Compounding and crediting frequency** - Interest will be compounded and credited to your Account every month.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the Business Day we receive credit for the deposit of noncash Items (for example, Checks).

**Transaction limitations** - Transfers from a Money Market Account to another Account or to third parties by preauthorized, automatic, telephone, EFT, or by check, draft, or similar order are limited to six (6) per statement cycle. In addition to the above noted preauthorized transfers, you may make unlimited withdrawals (payments directly to you or transfer of funds from your Account to any of your other deposit Accounts or loan accounts with us), either in person at our location, by mail, messenger, telephone (via check mailed to you) or use of an ATM card (if applicable). If you exceed the six transaction limit three (3) times within one (1) year, the Account may be changed to a regular checking Account.

## BUSINESS ACCOUNTS

### COMMAND BUSINESS CHECKING ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change.

**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.

**Minimum balance to open the Account** - You must deposit \$25.00 to open this Account.

**Minimum balance to avoid a service fee** - You must maintain a minimum daily balance of \$1,500.00 to avoid the monthly service fee of \$10.00.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$1,000.00 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.

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your Account every month.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the Business Day we receive credit for the deposit of noncash Items (for example, Checks).

**Transaction limitations** – There are no transactions limits.

## **BUSINESS PREMIER MONEY MARKET ACCOUNT**

**Rate Information** - Your interest rate and annual percentage yield may change.

**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.

**Minimum balance to open the Account** - You must deposit \$25.00 to open this Account.

**Minimum balance to avoid a service fee** - There are no monthly service fees.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum daily balance for each tier in the Account each day to obtain the disclosed annual percentage yield.

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your Account every month.

**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 noncash deposits** - Interest begins to accrue no later than the Business Day we receive credit for the deposit of noncash Items (for example, Checks).

**Transaction limitations** - Transfers from a Money Market Account to another Account or to third parties by preauthorized, automatic, telephone, EFT, or by check, draft, or similar order are limited to six (6) per statement cycle. In addition to the above noted preauthorized transfers, you may make unlimited withdrawals (payments directly to you or transfer of funds from your Account to any of your other deposit Accounts or loan accounts with us), either in person at our location, by mail, messenger, telephone (via check mailed to you) or use of an ATM card (if applicable). If you exceed the six transaction limit three (3) times within one (1) year, the Account may be changed to a regular checking Account.

## **IRA MONEY MARKET ACCOUNTS**

**Rate Information** - Your interest rate and annual percentage yield may change.

**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.

**Minimum balance to open the Account** - No minimum deposit.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum daily balance for each tier 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.

**Compounding and crediting frequency** - Interest will be compounded and credited to your Account every month.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the Business Day we receive credit for the deposit of noncash Items (for example, Checks).

**Transaction limitations** - You may make regular and catch-up, if applicable, contributions any time for that taxable year up to and including your federal income tax return due date, including extensions, for taxable year. The due date for most taxpayers is April 15th. If the tax year is not designated, the current year in which the contribution is received will be applied.

**Individual Retirement Account** - Individual Retirement Accounts (IRAs) are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see your IRA Agreement or your tax advisor for additional information.

## **FIRST COMMAND CERTIFICATE OF DEPOSIT (CD)**

For current rates including applicable Annual Percentage Yields (APY), please refer to our rates page at <https://www.firstcommand.com/banking/personal/rates/>. The interest rate and the annual percentage yields may change.

**Rate Information** - Your interest rate and Annual Percentage Yield will be in effect for the initial term of your Account until the first maturity. The APY assumes interest remains in the Account until maturity.

**Minimum balance to open the Account** - \$0.00. You must deposit a minimum of \$1,000.00 within 60 calendar days for the account to remain open.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum daily balance of \$1,000.00 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.

**Compounding and Crediting frequency** - Interest will be accrued daily and credited monthly.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the Business Day we receive credit for the deposit of noncash Items (for example, Checks).

**Transaction limitations** - You may not make any deposits into your Account before maturity. You may not make withdrawals of principal from your Account before maturity.

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

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. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Early withdrawal penalties** - A penalty may be imposed for withdrawals before maturity. We will impose a penalty first against any interest in the Account and any remaining penalty will be deducted from the principle.

### **Penalties**

- If your Account has maturity of one (1) year or less – a penalty fee of 90 Days of interest, or all interest on the amount withdrawn, whichever is less will be imposed.
- If your Account has a maturity of more than one (1) year and less than three (3) years – a penalty fee of 180 days of interest, or all interest on the amount withdrawn, whichever is less will be imposed.
- If your Account has a maturity of more than three (3) years- a penalty fee of 365 days of interest, or all interest on the amount withdrawn, whichever is less will be imposed.

**Maturity** - Your Account maturity date will be calculated on the business date the Account is opened and by the number of month(s) or year(s) you selected.

**Automatically renewable time Account** - This Account will automatically renew at maturity. You may prevent renewal if we receive written notice from you before maturity of your intention not to renew or you withdraw the funds in the Account at maturity (or within the grace period mentioned below, if any). If you 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.

**Grace Period** - You will have ten (10) calendar days after maturity to withdraw the funds without a penalty.

## NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As issuers of Access Devices, we have provided for your information a list of safety precautions for using an ATM, night deposit facility, or your Card to make purchases on the Internet. Please read the following safety precautions:

- Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
- When using ATMs or night deposit facilities:
  - Remain aware of your surroundings, particularly at night, and exercise caution when withdrawing funds;
  - Inspect an ATM before use for possible tampering, or for the presence of an unauthorized attachment that could capture information from the Access Device or your PIN;
  - Remember, do not leave your Card or any documents at the ATM or night depository.
  - Refrain from displaying cash and put it away as soon as the transaction is completed; and
  - Wait to count cash until you are in the safety of a locked enclosure, such as your car or home.
- Do not reveal your PIN to or share your Access Device with others. Avoid allowing others to view your PIN entry into an ATM. Memorize your PIN and do not write your PIN, code, or Access Credentials on your Access Device.
- Safeguard and protect your Access Device. Treat it as if it were cash, and if it has an embedded chip, keep the device in a safety envelope to avoid undetected and unauthorized scanning.
- Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
- Promptly report a lost or stolen Access Device and report all crimes to law enforcement officials immediately.
- If you observe suspicious persons or circumstances while approaching or using an ATM, do not use the machine or, if you are in the middle of a transaction, cancel the transaction, take the Access Device, leave the area, and come back another time or use an ATM at another location.
- At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
- We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.
- Safeguard and securely dispose of ATM receipts.
- Do not surrender information about your Access Device over the telephone or over the Internet, unless to a trusted merchant in a call or transaction initiated by you. Never provide a merchant with your PIN.
- Promptly review your monthly statement and compare ATM receipts against your statement to protect against ATM fraud.
- If purchasing online with the Access Device, end transactions by logging out of websites rather than simply closing the web browser to protect against Internet fraud.

## FAIR CREDIT BILLING ACT DISCLOSURES: YOUR BILLING RIGHTS

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL.

If you think your bill or statement is wrong, or if you need more information about a transaction on your bill or statement, write to us on a separate sheet of paper at the address reflected on your monthly statement. Write us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill or statement on which the error appeared. You may telephone us but doing so will not preserve your rights.

In your letter give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- A description of the error and an explanation, if possible, of why you believe there is an error. If you need more information, describe the item of which you are unsure.

If you have authorized us to pay your bill automatically from your Account, you may stop payment on any amount you think is wrong. In order to stop payment, you must notify us three (3) Business Days before the automatic payment is scheduled to occur.

### YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE.

We must acknowledge your letter within thirty (30) days unless we have corrected the error by then. Within ninety (90) days we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you will have to pay finance charges, and you will be required to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone to whom we reported that you have a question about your bill. And, we must tell you the name of anyone to whom we report you. We must notify anyone to whom we report you that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

## PRIVACY NOTICE

First Command respects the privacy of our clients and is committed to safeguarding their information. This Privacy Notice is designed to explain what type of information we collect, how we collect it, how it is used, who we share it with, and under what circumstances it will be shared.

First Command's Privacy Notice applies to First Command Financial Services, Inc., and its wholly owned subsidiary companies, including First Command Brokerage Service, Inc., First Command Advisory Services, Inc., First Command Insurance Services, Inc., First Command Bank and First Command Europe Ltd. (together the "First Command Family of Companies").

### A. Collection of Information

We collect information about you to provide you with exceptional customer service, to better understand your needs, and to manage our business and risks. We collect information about you from the following sources:

- Directly from you on forms, applications, and other similar documents; via the Internet; by telephone; or otherwise. Examples of this type of information include your name, address, names of family members, marital status, Social Security Number, employment information, and financial situation, etc.

- From transactions with us or with companies through which we provide you products and services. For example, account balances, holdings, and history (bank, mutual fund, annuity, etc.); insurance coverages, limits, rates, beneficiaries, and claims history.
- From consumer report agencies, such as information relating to your creditworthiness, your credit score, credit usage, and claims history.
- From third parties to verify the information you have given us and protect against fraudulent activity as required by law.
- Through Cookies and Tracking Technologies to collect and store information when you interact with our online services and marketing materials. We use this information to measure the performance of our applications, document certain behavior when you engage with marketing messages, and to provide data for analytics purposes. For more information, please refer to the Online Security Notice at [www.firstcommand.com/privacy-notice/online-security-notice/](http://www.firstcommand.com/privacy-notice/online-security-notice/).

## **B. Protecting Your Information**

Keeping your information secure is one of our most important responsibilities. We maintain physical, electronic and procedural safeguards that comply with federal regulations to protect your information. We limit access to customer information to those employees and others who have a business reason to know this information. We maintain strict internal policies against unauthorized disclosure or use of client information. Even if you are no longer a customer, we will treat your information in the same manner as if you were still a customer.

## **C. Information Sharing with Third Parties**

Individuals or companies outside the First Command Family of Companies are considered third parties. We will not share your information with third parties for the purpose of marketing their products or services to you. We may share the information we collect about you as described above with third parties for other purposes, but only as permitted or required by law. For example, we may share information:

- With service providers that assist us with a variety of business activities, including marketing on our behalf, customer service, account administration, online support, and research.
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
- To process your requests or provide services regarding a financial product or service you request or authorize (such as mutual funds, financial planning services, insurance, deposit accounts, loans, credit cards, etc.). Companies with whom we may share your information in this regard include mutual fund companies, insurance companies, banks, and transfer agents which maintain your accounts.
- With government entities in response to subpoenas or regulatory requirements.
- With consumer reporting agencies and/or credit bureaus.
- Pursuant to your written consent.

All third parties with whom we share your information are required to protect the confidentiality of the information provided by us and may only disclose such information as permitted by law.

## **D. Information Sharing Within the First Command Family of Companies**

The reason you share your information with us is so that we may use your information to determine whether the investment, insurance and banking products and services we offer are a good fit for you and to provide you with recommendations and service for these products and services. In order to accomplish this objective and provide the recommendations and services you request; we share your information within the First Command Family of Companies to ensure that the recommendations and services we provide consider your complete financial picture and complement each other.

Federal law allows you to direct us:

- not to share information about your creditworthiness received from you or others within the First Command Family of Companies, and/or
  - not to market products or services to you based on information received from one of our other companies.
- These limitations may not apply in certain circumstances permitted by law, such as if you already have a pre-existing relationship with the company desiring to market its products or services to you. Importantly, should you choose to exercise your right to limit our ability to share your information among the First Command Family of Companies, it may have an impact on our ability to provide you with the best services or products.

To inform us of your choices, you may write or email: First Command's Data Privacy Department, Attn. Privacy Notice, 1 FirstComm Plaza, Fort Worth, TX 76109-4999, or [DataPrivacy@firstcommand.com](mailto:DataPrivacy@firstcommand.com). Alternatively, you may call us at 800-443-2104. Your decision will not expire until you revoke it in writing. If you have a joint account, your direction will apply only to you unless you specifically state that your direction is on behalf of all joint account owners.

## **E. Protecting Medical and Health Information**

We do not share any medical or health information with third parties or within the First Command Family of Companies, except as necessary to process transactions or services you have requested or initiated or as otherwise permitted by law. For example, we may share medical or health information you have provided to us in connection with an insurance application with insurance companies to determine your eligibility or for underwriting purposes.

## **F. Making Sure Your Information Is Accurate**

You have the right to review the information we have collected about you to ensure that it is accurate and current. You can also request corrections to any personal information maintained by us.

To review the information we collect about you, you may submit a request in writing or via email to: First Command's Data Privacy Department, Attn. Privacy Notice, 1 FirstComm Plaza, Fort Worth, TX 76109-4999, or [DataPrivacy@firstcommand.com](mailto:DataPrivacy@firstcommand.com). Alternatively, you may call us at 800-443-2104. You must describe the kind of information you want to review and include your full name, address, telephone number, and date of birth. Upon receipt of your request, we will contact you within 30 business days to describe what information is available for your review. We will not provide information that we feel is privileged, confidential and/or exempt from disclosure under applicable law.

To rectify information about you, send a written request as described above, explaining your desired correction. Upon receipt of your request, we will contact you within 30 business days to inform you whether we will make the correction or tell you why we will not. We cannot correct consumer report information, such as your credit report. To do this, you must contact the consumer report agency that provided it.

This Privacy Notice replaces any previous notices provided to you by us about the privacy, security and protection of your information. We reserve the right to amend this notice as we deem necessary or appropriate due to legal requirements or changes in our business practices. We will notify you of any changes to our Privacy Notice as required by law.

If you have any questions about the privacy, security and protection of your information, you may write or email: First Command's Data Privacy Department, Attn. Privacy Notice, 1 FirstComm Plaza, Fort Worth, TX 76109-4999, or [DataPrivacy@firstcommand.com](mailto:DataPrivacy@firstcommand.com). Or call us at 800-443-2104.



1 FirstComm Plaza  
Fort Worth, TX 76109  
Toll Free 1.888.763.7600  
Fax 1.888.763.7605

For 24-hour automated phone banking,  
call toll-free: 1.888.763.7601  
Email: [info@firstcommand.com](mailto:info@firstcommand.com)  
Website: [www.firstcommand.com](http://www.firstcommand.com)  
Routing Number: 111993695

MEMBER  
**FDIC**

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14-39-E (6/25) Supersedes 14-39-E (4/25) which must be destroyed. 06275