

# DEPOSITORY AGREEMENT AND DISCLOSURES





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# 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 requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

First Command Bank only does business with existing customers, employees and their family members, and affinity partner relationships of First Command Bank, its parent company and affiliates.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Texas and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document 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 document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

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

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

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

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

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit including items drawn "on us". Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse 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.firstcommandbank.com](http://www.firstcommandbank.com) for a current list of fees.

## **WITHDRAWALS -**

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

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

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, 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 a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

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.

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying 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 an overdraft protection program or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the 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 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. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

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

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

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

**MULTIPLE-PARTY ACCOUNT WITHOUT RIGHT OF SURVIVORSHIP** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes as a part of the party's estate under the party's will or by intestacy. The account is not a part of the party's estate.

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

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

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

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

**STOP PAYMENTS** - For information regarding our procedures on Stopping Payments, please see the Electronic Funds Transfer Agreement and Disclosure section of this Brochure.

**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 per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this 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. 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 small balance but you may transfer the monies to another First Command Bank account, wire the monies out, write a personal check or make a withdrawal. 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. You agree that in instances of account abuse, suspected fraud or to prevent a loss, notice is reasonably given by us if mailed to you immediately after the change or account closure becomes effective. You agree to keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

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

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

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

**Your duty to report other errors** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., computer, 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.

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

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

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

**RESTRICTIVE LEGENDS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or "restrictive legends" on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restriction. 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.

**CONSENT TO FINANCIAL RECORDS** - You may be asked to consent to make your financial records available to the Government. You may withhold your consent. Your consent is not required as a condition of doing business with us. Without your consent the government may obtain your financial records only by means of a lawful subpoena or other lawful form of process.

**PAYMENT ORDER OF ITEMS** - The law permits FCB to accept or pay items in any order. An 'item' may include a check, substitute check, purported substitute check, electronic draft/deposit (ACH), ATM/Debit Card transaction, point of sale transaction, draft, online bill payment, remotely created item, image replacement document, indemnified copy, pre-authorized payment, automated transfer (AFT), loan payment, deposit adjustment, remote deposit, mobile deposit, in-person deposit, withdrawal slip, telephone initiated transfer, FCB Visa payment/advance, or an image or photocopy of any of the above. 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.

The policy of FCB is to capture the time stamp related to all items and post to your account in the order in which they were received. 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. For instance, ACH transactions are grouped into one category but are received at different times throughout the day. This means debits may post prior to credits depending upon the time in which the transactions were received at the bank. 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.

When you do not have enough available funds in your account to cover all the items presented during the day, an Overdraft or NSF (Non-Sufficient Funds) situation may occur. Any item presented against your account that has available funds in Overdraft Protection will be paid and assessed the standard Overdraft Fee. Any item presented against your account that does not have available funds in Overdraft Protection will be considered NSF and assessed the standard NSF fee regardless of whether the NSF item is paid or returned unpaid. The Overdraft and NSF fee amounts are listed elsewhere. (<https://www.firstcommandbank.com/fees.htm>). A summary of all paid item fees (Overdraft and NSF) as well as all return item fees (NSF) can be found on your monthly FCB bank 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.

**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 of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we do not fail to exercise ordinary care solely because we use our automated system to process items and 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 to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

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

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements 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 indorsement information within 1 1/2" of that edge. It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

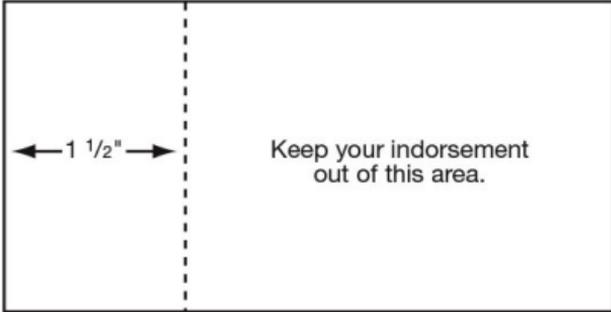
These indorsement guidelines apply to both personal and business checks.

Name	7654
Address, City, State	_____ 20 _____
Pay to the order of	_____ \$ _____
	_____ dollars
Bank Name and Location	
Memo _____	
<span style="float: right;">7 6 5 4</span>	

FRONT OF CHECK

TRAILING EDGE

YOUR INDORSEMENT MUST BE WITHIN THIS AREA



BACK OF CHECK

**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. 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.

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

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency. We will comply with all applicable laws in this regard.

**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(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**SECURITY** - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) 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 and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account. 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.

**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, leave by voice mail or on a telephone answering machine, or via e-mail.

**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.

**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 address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be 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 other law.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association 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 Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. 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.

**DIGITAL WALLETS** - These include Apple Pay, Samsung Pay, Google Pay (G Pay) and MasterPass. The aforementioned "Wallets" "or Digital Wallets" allow you to use your First Command Bank Card to enter into transactions with merchants at any location the Wallet is accepted. The Wallet may not be accepted at all places where your First Command Bank Card is accepted.

**CHECK PROCESSING POLICY** - In the event that your check is returned unpaid for insufficient or uncollected funds, we may present your check electronically.

## FIRST COMMAND DEBIT CARD AGREEMENT AND DISCLOSURE.

This Agreement, including the Bank's Depository Agreement, states the terms under which a "Card" may be used to obtain electronic fund transfer services ("EFT Services") offered by First Command Bank. "Bank," "we" or "us" means First Command Bank. 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 Bank, you agree with Bank that electronic fund transactions ("Transactions") initiated with your Card are subject to the following terms:

1. **Transactions.** Your First Command Debit 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, Cirrus®, AFFN or AMEX logo, you may:
  - make deposits at ATMs we own or operate
  - make withdrawals
  - make transfers
  - ascertain balance information

These Transactions can only be performed at ATMs in the United States and can be used at international ATMs displaying the appropriate network identification. Some of these services may not be available at all ATMs. For deposits made to a shared deposit ATM, funds up to \$200 will be made available immediately. Anything over \$200 will post and be available the next business day, if deposited before 2:30pm CST. If deposited after 2:30pm CST, anything over \$200 will be available on the second business day after the deposit.

- b. You may use funds in your checking account to purchase goods and services at any merchant displaying the NYCE, Cirrus®, AFFN, AMEX or MAESTRO logo.
- c. You may use funds in your checking account to purchase goods and services at any merchant displaying the "MasterCard" logo.
- d. At any bank that honors "MasterCard" you may use your Card to make withdrawals from your checking account.
- e. At any ATM displaying other applicable network identification you may (subject to service availability and possible service charges) initiate such Transactions as are allowed.
- f. Through digital wallets such as Apple Pay, Samsung Pay, Google Pay (G pay) and MasterPass.

2. **Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.
3. **Fees.** Charges for withdrawals are set by Bank 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 or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). However, some ATM surcharges are rebated monthly. The maximum number and amount rebated depend on the type of account you have.
  - c. \$1.50 for each additional ATM withdrawal over ten per statement cycle from the Teen account, over ten per statement cycle from your Command Checking account, or over six per statement cycle from your Money Market account

These fees may be changed from time to time at the discretion of the Bank. 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 withdrawal limit per card at any ATM
  - b. \$3,500 purchase limit per card

You may request that your daily withdrawal limit be changed by providing written notice to us. The Bank 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 the Bank 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 percentage to any transaction conducted using a credit or debit Cirrus®, Maestro®, or MasterCard card in a currency other than US Dollars. This fee is included in the total amount of your debit card charge when it is debited to your account.
7. **Documentation of EFT Services.** You shall receive the following documentation with respect to Transactions:
  - a. At the time you make an EFT you may obtain a receipt for the Transactions.
  - b. You will receive a monthly statement showing all debits and credits posted to your account that month.
  - c. For purchases and cash advances, the following will appear on your monthly account statement: 1) date and amount of Transaction; 2) merchant or bank name; and 3) where the Transaction took place.
8. **Lost or Stolen Card/PIN.** Because you could lose all the money in your accounts and available funds in an overdraft line of credit, telephone us AT ONCE, if you believe your Card or PIN has been lost or stolen or if your statement shows an unauthorized Transaction. Telephoning us is the best way to keep your possible losses down. You should use the telephone number and address shown on the back of this agreement to contact Bank. 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. **Notice of Unauthorized Transactions.** Tell us AT ONCE if you believe your statement reflects a Transaction made without your authorization. If your Card has been lost or stolen, or if for any other reason you believe an unauthorized Transaction has been or may be made, you should use the telephone number and address shown on the back of this agreement to contact Bank.
10. **Your Liability for Unauthorized Transactions.** You will be liable for the amount of unauthorized Transactions made with your Card as follows:
  - a. **Consumer liability.**
    - Generally. Tell us AT ONCE if you believe your Card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down.
    - You will have no liability for unauthorized use of your MasterCard, provided that you have exercised reasonable care in safeguarding the Card from risk of loss or theft, and upon becoming aware of such loss or theft, you notify us within two business days after learning about the loss or theft. MasterCard's zero liability policy does not apply to MasterCard-branded cards issued for commercial, business or agricultural purposes, except for MasterCard commercial cards used for small business as listed on [www.mastercardbusiness.com](http://www.mastercardbusiness.com).

- If your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days.
  - If the conditions set forth above have not been met, you could have up to \$500 liability if the loss is not reported within two business days of discovery or unlimited liability of the unauthorized transaction if not reported within 60 days of when the unauthorized transaction was reported on a periodic statement.
- b. Contact in event of unauthorized transfer.** If you believe your Card and/ or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check without your permission.
- 11. In case of errors or questions about your EFT Services,** call or write us at the telephone number or address shown on the back of this agreement as soon as you can, if you think your statement or receipt is wrong or if you need more information about a Transaction listed on the statement or receipt. We must hear from you no later than 60 days after we send you the first statement on which the problem or error appeared.
- a. Tell us your name and account number.
  - b. Describe the error or the Transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
  - c. Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.
- We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.
- We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.
- You may ask for copies of the documents that we used in our investigation.
- 12. 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 Transactions made through the use of your Card.
- 13. Liability for Failure to Make Transfers.** Subject to exceptions noted below, we will be liable for damages proximately caused by our failure to make a transfer to or from your account in accordance with the terms of the accounts and this Agreement. However, there are some exceptions. We will NOT be liable for damages if:
- a. through no fault of ours you do not have enough money in your account to make the transfer;
  - b. the transfer would cause you to exceed the limit on your overdraft line or exceed your daily withdrawal limit;
  - c. the ATM where you are making the transfer does not have enough cash or traveler's checks to complete the Transaction;
  - d. circumstances beyond our control (such as flood or fire) interfere with the Transaction;
  - e. the terminal was not working properly and you knew about the breakdown when you started the transfer;
  - f. your Card has been reported lost or stolen or (if applicable) by reason of excessive activity in your account or otherwise, we have a reasonable basis for acting to protect the security of your account;
  - g. information necessary for us to complete the Transaction is inaccurate or incomplete;
  - h. this Agreement has been terminated;
  - i. applicable law otherwise prevents completion of the transfer; or
  - j. there are unusual or extraordinary circumstances which would indicate improper or unlawful use of your account.
- 14. Business Days.** Business days are Monday through Friday with the exception of Bank holidays.
- 15. Disclosure of Account Information.** Information concerning your accounts and Transactions will not be disclosed to third parties except (a) when necessary to complete Transactions or to resolve errors involving Transactions, (b) to verify the existence and status of your accounts upon request of a third party such as a credit bureau or merchant, (c) to comply with a government agency or court order or with

other legal processes, (d) as explained in the Privacy Policy contained elsewhere in this booklet or (e) in accordance with the terms of the Depository Agreement.

16. **Termination.** The Card shall remain the property of Bank and you agree upon demand to return the Card to Bank. At any time and without prior notice, Bank may revoke or cancel the Card and thereby terminate this Agreement and demand return of the Card to Bank. You may terminate this Agreement at any time by returning your Card to Bank. Termination, whether by you or by Bank, shall not affect prior Transactions or obligations existing at the time of termination.
17. **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.
18. **Governing Law.** This Agreement and all Transactions hereunder are subject to the laws of the State of Texas and the laws of the United States, including the rules and regulations of the Board of Governors of the Federal Reserve Board.
19. **Regulatory Authority.** If Bank violates any provision of this Agreement or applicable law, you may notify:  
Office of the Comptroller of the Currency Customer Assistance Group  
1301 McKinney Street, Suite 3450  
Houston, Texas 77010-9050
20. **Amendment.** We may amend the terms of this Agreement by mailing notice of the amendment to your last address as shown on the records of Bank. You will be given at least 21 days notice prior to the effective date of any amendment which results in an increased fee or charge, an increase in your liability, a reduction in services offered by Bank, or stricter limitations on Transaction or withdrawal rights.
21. **Text Messages.** smsGuardian™ text alert service is a service available to help keep track of your daily transactions and also safeguard your accounts from any fraudulent activity that could take place. It gives cardholders the ability to receive and respond to text alerts on pre-determined transactions. The cardholders will receive text alerts with their enrolled cards once they have enrolled in this service. Enroll in this program by **visiting the Guardian website** (<https://www.firstcommandbank.com/smsguardian/>) today.

## ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE.

### 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.

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

- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment.

**PhoneCommand Telephone Transfers - types of transfers** - You may access your account by telephone 24 hours a day at 1-888-763-7601 using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds between checking and money market
- get information about:
  - the account balance of checking or money market accounts
  - deposits to checking or money market accounts
  - withdrawals from checking or money market accounts

**OnCommand Computer Transfers - types of transfers** - You may access your account(s) by computer through the Internet by logging onto our Web site at [www.firstcommandbank.com](http://www.firstcommandbank.com) and using your password and user identification, to:

- transfer funds between checking and money market

- make payments from checking or money market to loan accounts with us
- make payments from checking or money market to third parties using Bill Pay
- get information about:
  - the account balance of checking or money market accounts
  - deposits to checking or money market accounts
  - withdrawals from checking or money market accounts

Please refer to the OnCommand Internet Banking disclosure posted on our Web site for additional information.

#### **DOCUMENTATION OF TRANSFERS**

- a. *Telephone confirmation:* You may verify posting of your direct deposit, automatic or on-demand transfer, on the business day the deposit or transfer is scheduled to be made, by calling us at the telephone number shown at the end of this booklet.
- b. *Electronic check transfers:* You shall obtain a receipt from the merchant or service provider at the time you make any electronic check transfer from your account.
- c. *Periodic statements:* You will receive a monthly account statement documenting the date, amount and description of each transfer.
- d. *Receipts:* You shall obtain a receipt at the time you make a transfer at Bank's ATM terminal.

#### **STOP-PAYMENT PROCEDURE AND NOTICE OF VARYING AMOUNTS**

- a. *Right to stop payment and procedure for doing so:* If you have told us, in advance, to make automatic recurring payments out of your account, you can stop any of these payments by calling or writing to us at the number or address shown at the end of this booklet. Any written material regarding stop payments should be sent to the attention of our Bank Services Representatives. You must call or write in time for us to receive your request at least three business days before the payment is scheduled to be made. If you call, we may require that you put your request in writing and deliver it within 14 days after your call.
  - Stop Payments Against a Check or Other Item - A stop payment request against a check or other item payable from your Account will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. Stop payment orders may be required to be received in writing to be effective. A stop payment order against a check or other item payable from your Account is effective for six (6) months. A stop payment order against a check or other item payable from your Account may be renewed for additional six (6) months periods if renewed during a period within which the stop payment order is effective.
  - Stop Payment Against an ACH - A stop payment order against an ACH may be honored if received at least three (3) banking days before the scheduled date of the transfer. Stop payment orders may be required to be received in writing to be effective. If we honor a stop payment request against an ACH received on or within three (3) banking days of the scheduled transfer, we do so without any liability or responsibility to any party having any interest in the entry. A stop payment order against an ACH is effective until the earlier of: (i) you withdraw the stop payment order, or (ii) the debit entry is returned, or, where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific party, all such debit entries are returned. Additionally, if you request us to stop all future payments pursuant to a specific ACH authorization involving a particular party, we may require you to confirm in writing that you have revoked such authorization.
- b. *Notice of varying amounts:* If these regular payments vary in amount, the Bank or person you are going to pay will tell you, 10 days before each payment, when the payment will be made and how much it will be.
- c. *Liability for failure to stop payment of preauthorized transfer:* If you order us to stop a payment at least three business days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

#### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We may disclose information to third parties about your account:

- a. where it is necessary for completing transfers, or
- b. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- c. in order to comply with government agency or court orders, or
- d. as explained in the Privacy Disclosure contained elsewhere in this booklet.

#### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC DEPOSITS OR PREAUTHORIZED WITHDRAWALS**

If you think your statement is wrong or if you need some additional information about a transfer listed on the statement, contact us at the address or telephone number shown at the end of this booklet. We must hear from you no more than 60 days after we mailed the first statement on which the problem or error appeared. You should provide us with the following information:

- a. your name and account number
- b. describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information, and
- c. the dollar amount and date of the suspected error.

If you contact us by telephone, we may require that you send your complaint or question in writing within 10 business days.

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

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

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

#### **THE BANK'S LIABILITY**

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 exceed the credit limit on your overdraft line (if any);
- if circumstances beyond our control (such as equipment malfunction, fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be additional exceptions stated in other agreements you have made with us.

#### **THE CUSTOMER'S LIABILITY**

Tell us AT ONCE if you believe your statement shows transfers that you did not make. If you fail to notify us within 60 days of our mailing you a periodic statement on which an unauthorized transfer appears, you will be liable for (a) the lesser of \$50 or the amount of the unauthorized transfers appearing on the statement or occurring within the 60 days and (b) the amount of unauthorized transfers which occur after the close of the 60 days but before you notify us and which we establish would not have occurred had you notified us within the 60 days.

#### **UNAUTHORIZED TRANSFERS**

If you believe that someone has transferred or may transfer money from your account without your permission, call or write us at the phone number or address shown at the end of this booklet.

#### **RETURN OF DIRECT DEPOSITS**

If Bank is required to reimburse the Federal Government for all or any portion of any benefit payments deposited into your account through a direct deposit plan for any reason, you agree that Bank may, without prior notice to you, deduct the amount returned to the Federal Government from your account or from any other account you have with Bank, unless the deduction is prohibited by law. This right is in addition to any other rights Bank has under this Agreement, including its right of setoff and its security interest in your account.

#### **NEW ACCOUNTS**

Your account is considered a new account for the first 30 days after the first deposit is made.

#### **ATM SURCHARGES**

ATM service charges are assessed according to account type. Please refer to your First Command Debit Card Agreement and Disclosure (located in this document) for complete details.

FIRST COMMAND BANK  
P.O. BOX 901041, FORT WORTH, TEXAS 76101-2041  
Business Days: Monday through Friday  
Except for Bank Holidays  
Phone: 1-888-763-7600

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

## **OVERDRAFT PROTECTION AGREEMENT.**

**1. Introduction and Definitions.** This Overdraft Protection Agreement governs the Overdraft Protection Program between Customer and Bank. For purposes of this Agreement, the word, "you," "your" and "Customer" mean each person who is an authorized signer on the Account. The words "we," "us" and "Bank" mean First Command Bank. Additional defined terms are explained below and you and we agree to the following terms and conditions:

"Account" means the demand account maintained by Customer at Bank to which the Program applies.

"Agreement" means this Overdraft Protection Agreement as it may be amended from time to time.

"Bank" means First Command Bank and its successors and assigns.

"Customer" means each of the Account's authorized signers, as such may change from time to time.

**"Default"** has the meaning assigned to such term in Section 7 of this Agreement.

**"Due Date"** means the date when funds are required to be repaid.

**"Item"** means any paper or electronic item which is presented by Customer or a third party against the Account for the purpose of withdrawing money from the Account.

**"Program"** means the First Command Bank Overdraft Protection Program as such may be amended from time to time.

**"Overdraft Protection (Overdraft)"** means the amount provided by the Bank for the benefit of Customer to permit 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 include 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.

**"Overdraft Charge"** means the charge assessed by Bank for each item paid using Overdraft Protection.

**"Overdraft Condition"** means the period of time when the Account maintains a negative balance.

You and we agree to the following terms and conditions:

- 2. How the Program Works.** When an item is presented against an account with Overdraft Protection, it may be paid provided (a) funds are available within the Overdraft Protection Amount (b) if you (the customer) have previously Opted In to allow Overdraft Protection to approve debit card and ATM transactions. The standard Overdraft Protection fee, pursuant to the depository agreement (<https://www.firstcommandbank.com/depository-agreement.pdf>) will apply to all items paid using the Overdraft Protection regardless of the number of items presented at one time. If all available Overdraft Protection is applied towards items presented for payment, additional items may be subject to Non-Sufficient Funds and may be returned or paid at the sole discretion of the bank, and subject to the standard Non-Sufficient Funds fee pursuant to the depository agreement. First Command Bank is under no obligation to pay any item which would result in an account being overdrawn in any amount. Paid item fees as well as returned item fees will be displayed on the account monthly statement for both current statement cycle and year to date. For additional information concerning the Overdraft Protection Program, please refer to 'Overdraft Protection FAQs' (<https://www.firstcommandbank.com/overdraft-faq.htm>). If you wish to decline Overdraft Protection, an alternative service is available called Sweep Transfer. This feature transfers available funds from another designated First Command Bank account owned by you in the event that funds are not available to pay items. No fee is assessed for the transfers and there is no limit on the number of sweep transfers, except from a Money Market account. Money Market accounts are restricted to 6 transactions per month and any transactions over that amount are subject to an Excessive Item Fee. If the number of occurrences exceeds 3 times within one year, the account is required to be changed to a regular checking account.
- 3. Overdraft Charge.** Each Overdraft will incur an Overdraft Charge. The amount of the Overdraft Charge will be disclosed to you and can also be reviewed on the First Command Bank website. The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means. 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 amount of the Overdraft Charge is subject to amendment from time to time. The Overdraft Charge is not interest, but rather a fixed, per occurrence fee we assess to help cover our costs of administering the Program.
- 4. Promise to Pay.** You promise to pay each Overdraft and each related Overdraft Charge promptly, but not later than the applicable Due Date. In addition, you agree that the Account will not be subject to an Overdraft Condition for over thirty (30) consecutive days. Each Overdraft and Overdraft Charge, to the extent such remains 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 the outstanding Overdraft(s) and Overdraft Charge(s), in the order the Overdraft(s) and Overdraft Charge(s) were incurred.
- 5. Joint and Several Liability.** If there is more than one Customer, each is jointly and severally liable for Customer's 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 Charge(s). Each Customer authorizes any other Customer, 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.
- 6. Overdraft Protection Limit.** We will assign to you an Overdraft Protection Limit and you will be notified of such. Your Overdraft Protection Limit is subject to amendment from time to time and we will advise you, in writing, of each such amendment.
- 7. 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 subject to an Overdraft Condition for more than thirty (30) consecutive days; (c) you die; (d) you make any false or misleading statements on your application to participate in the

Program; (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 Customers who are authorized to access the Account.

8. **Bank's Rights.** If a Default occurs, we will send notice to you of the Default at 15, 30, and 60 days and we may suspend or terminate the Program's availability to you. 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 the Program, 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 the Program, 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 Charges 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.
9. **Collateral.** We have no lien on any real property or security interest in any personal property to secure repayment of any indebtedness under this Agreement notwithstanding any other agreement between you and us. However, we do not waive our right or ability to obtain a judgment against you if a Default occurs. In addition, if a Default occurs, in limited circumstances (e.g. you can access the Program only with paper Items) we can set off against amounts you have on deposit with us to the extent Overdraft(s) and Overdraft Charge(s) remain unpaid after the applicable Due Date.
10. **Credit Investigation.** You authorize us at any time to make or have whatever credit investigation we feel is appropriate to evaluate your credit and/or employment, and you authorize us to share our Program experience with you with credit bureaus and other creditors. 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.
11. **Term.** The term of the Program as to Customer 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 the Program is terminated. At that time, all outstanding Overdraft(s), Overdraft Charge(s), and any other charges or costs incurred by Bank in connection with your participation in the Program, will be payable on demand.
12. **Amendment to Agreement.** This Agreement may be amended or changed if we give you written notice or electronic notice of a change as permitted by applicable law, including the amount of the Overdraft Charge. Any such changes may only be done under applicable law and shall only be effective thirty (30) days after we mail written notice to you by U.S. mail to your last known address of record, or electronically deliver such notice to you pursuant to your authorization.
13. **Termination of Agreement.**
  - (a) **By You.** If you terminate this Agreement and your participation in the Program, you must notify us of your request for the 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 the Program 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.
14. **Delay in Enforcement.** We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right. If we delay or waive any of our rights, we may enforce that right at any time in the future without advance notice.
15. **Notices.** All notices will be sent to you by U.S. mail to your last known address of record, or we may electronically deliver such notice to you pursuant to your authorization.
16. **Interpretation.** The names given to paragraphs or sections in this Agreement are for convenience purposes only. They are not to be used to interpret or define the provisions of this Agreement. You agree that this Agreement is the best evidence of your agreements with us. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable. If we go to court for any reason, we can use a copy, filmed or electronic, of any Account statement, this Agreement, or any other

document to prove what you owe us or that a transaction has taken place. The copy, microfilm, microfiche, or optical image will have the same validity as the original.

17. **Interest.** It is our intention always to conform strictly to the usury laws in force in Texas and in the United States of America. Therefore, any charges constituting interest under applicable law shall never produce an interest rate under this Agreement greater than the maximum rate of interest (the "Maximum Rate") which we could contract for, charge you, or receive under applicable law. If any charge under this Agreement is found by a court to be interest, to the extent such interest exceeds the Maximum Rate, it shall be automatically credited to your Account, without the necessity of the execution of any new document. To the extent federal law, instead of Texas law, permits us to contract for, charge, or receive a greater amount of interest, we will rely on federal law instead.
18. **Transfer or Assignment.** Your rights under this Agreement belong to you only and may not be transferred or assigned. Your obligations, however, are binding on your heirs and legal representatives.
19. **Governing Law and Venue.** This Agreement will be governed by federal law and by the laws of the State of Texas. The Program which is the subject of this Agreement has been applied for, considered, approved, and made in the State of Texas and is performable in the State of Texas. Venue of any litigation involving this Agreement shall be in an appropriate court located in Tarrant County, Texas to the exclusion of all other venues.

## FUNDS AVAILABILITY DISCLOSURE.

### YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all deposit accounts including Remote Deposit Anywhere (RDA) and MobileCommand.

Our policy is to make funds from your cash, check, and electronic direct deposits available to you on the same day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

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

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and bank holidays. For deposits made to a shared deposit ATM, funds up to \$200 will be made available immediately. Anything over \$200 will post and be available the next business day, if deposited before 2:30pm CST. If deposited after 2:30pm CST, anything over \$200 will be available on the second business day after the deposit.

If you make a deposit before 3:00pm CST on a business day that we are open, and by 2:30pm CST at Shared Deposit ATMs (MoneyPass & NYCE locations only) we will consider that day to be the day of your deposit. However, if you make a deposit after 3:00pm CST or on a day we are not open, and after 2:30pm CST at Shared Deposit ATMs (MoneyPass & NYCE locations only) we will consider that the deposit was made on the next business day we are open.

### LONGER DELAYS MAY APPLY

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the 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 \$200 of your deposits, however, will be available on the same day.

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 will mail you the notice by the day after we receive your deposit.

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

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 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 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposit of cash, wire transfers, and the first \$5,000.00 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 \$5,000.00 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 \$5,000.00 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:* Generally, the availability of funds for deposit of foreign checks will be given immediately in US dollars. Any remaining funds due as a result of the exchange process will be credited as soon as First Command Bank is able to collect the funds from the depository institution upon which the foreign check is drawn. In the event that funds are exchanged at a lesser amount than was originally credited, the bank will adjust the account accordingly.

#### **REMOTE DEPOSIT ANYWHERE (RDA) and MOBILECOMMAND**

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and bank holidays. The first \$5,000 is normally made available immediately but may be subject to a hold. Temporary limit increases are available upon request and available with Bank approval.

Funds deposited via MobileCommand or RDA will be available for withdrawal on normal business days as follows:

11 a.m., 4 p.m., or 7 p.m. (CST) depending on when a deposit is submitted.

If a deposit is submitted after 7 p.m. (CST), funds will not be available until the next normal business day.

Funds deposited via MobileCommand or RDA will be posted on normal business days as follows:

If submitted before 7:00pm CST, deposits timestamp as posted at 11:00am CST same day.

If submitted after 7:00pm CST, deposits timestamp as posted at 11:00am CST the following normal business day.

The final status of your deposit will be communicated to you via email.

*Processing and Collection Fees:* Any fees incurred by First Command Bank in the process of collecting funds from the depository institution upon which the check is drawn may be charged to the customer 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 electronic debits to your account. However, you have rights under other law with respect to those transactions.

#### **What are my rights regarding substitute checks?**

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

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and

the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

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

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

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

First Command Bank  
 P.O. Box 901041  
 Ft. Worth, Texas 76101-2041  
 1-888-763-7600  
 info@firstcommandbank.com

**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.

68-4567123

Pat Payor  
101 Your Street  
Your City, USA 10101

4321

DATE Oct 28, 2004

PAY TO THE ORDER OF ABC Company

One hundred forty-seven and  $\frac{50}{100}$  DOLLARS

**\$ 147.50**

Security Features Detailed on Back

Your Financial Institution  
Your City, USA 10101

Memo School supplies

Pat Payor MP

①

③ \*051000033\*  
10/28/2004  
3112003355102116

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

④ [121000374] 10/28/2004  
0025671467874451



②

⑤

⑥ ①0123456789 0123456789 4321 ①0000014750①

You must contact us within 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.

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 business 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.

### TEEN ACCOUNT

#### For customers age 14-17 (with adult co-owner)\*

\*When the primary minor owner turns 17 years of age, the account will be changed to a Command account.

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

### MONEY MARKET, UTMA, UGMA, and TEEN SAVINGS 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.

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

**Minimum balance to open the account** - If opening online, you must deposit \$25.00 to open this account.

**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 First Command Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, or similar order to third parties are limited to six 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).

### 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.

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

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

**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).

#### **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.

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

**Minimum balance to open the account** - If opening online, you must deposit \$25.00 to open this account.

**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.

**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).

#### **FIRST COMMAND CERTIFICATE OF DEPOSIT**

**Compounding and Crediting frequency** - Interest will be accrued daily. Interest will be paid monthly on all CD products.

**Minimum balance to open the account** - You must deposit \$1,000.00 to open this account.

**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:**

You may not make any deposits into your account before maturity.

You may not make withdrawals of principal from your account before maturity.

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.

**Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) -**

- If your account has an original maturity of less than one year:
  - The fee imposed will equal 30 days interest on the amount withdrawn.
- If your account has an original maturity of one year or more:
  - The fee imposed will equal 90 days interest on the amount withdrawn.

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.

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

**Automatically renewable time account** - This account will automatically renew at maturity. You may prevent renewal if 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.

You will have ten calendar days after maturity to withdraw the funds without a penalty.

#### **COMMON FEATURES**

Please refer to our separate fee schedule for additional information about charges. We may require not less than 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.

For current rates and fees, please refer to [www.firstcommandbank.com](http://www.firstcommandbank.com).

## **NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS.**

As issuers of Automated Teller Machine (ATM) access devices, we have provided for your information a list of safety precautions regarding the use of automated teller machines. Please read the following safety precautions:

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

2. When using unmanned walk-up or drive-up automated teller machines (ATMs):
  - a. Remain aware of your surroundings, particularly at night, and exercise caution when withdrawing funds;
  - b. 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 Personal Identification Number (PIN);
  - c. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility;
  - d. Refrain from displaying cash and put it away as soon as the transaction is completed; and
  - e. Wait to count cash until you are in the safety of a locked enclosure, such as your car or home.
3. Do not reveal your personal identification number (PIN) to others. Avoid allowing others to view your PIN entry into an ATM. Memorize your PIN and do not write your personal identification number or code on your ATM access device.
4. 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.
5. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
6. Promptly report a lost or stolen access device and report all crimes to law enforcement officials immediately.
7. 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.
8. 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.
9. 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.
10. Safeguard and securely dispose of ATM receipts.
11. 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.
12. Promptly review your monthly statement and compare ATM receipts against your statement to protect against ATM fraud.
13. 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 is wrong, or if you need more information about a transaction on your bill, 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 60 days after we sent you the first bill on which the error or problem 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 checking account, you may stop payment on any amount you think is wrong. In order to stop payment, your letter must reach 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 30 days unless we have corrected the error by then. Within 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 report that you have a question about your bill. And, we must tell you the name of anyone to whom we reported 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.

## **FIRST COMMAND PRIVACY POLICY.**

The First Command Privacy Policy is designed to explain what type of information we collect, how it is used, and with whom and under what circumstances it will be shared. Current clients will receive a copy of the First Command Privacy Policy on an annual basis. Additionally, it is available on the Internet at [www.firstcommand.com](http://www.firstcommand.com) and [www.firstcommandbank.com](http://www.firstcommandbank.com).

The First Command Privacy Policy applies to First Command Financial Services, Inc., and its wholly owned subsidiary companies, including First Command Financial Planning, 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").

If you have any questions about the privacy, security and protection of your information, you may write to the First Command Legal and Compliance Department, Attn. Privacy Policy, 1 FirstComm Plaza, Fort Worth, TX 76109-4999 or call 800-443-2104.

This notice replaces any previous notices provided to you by us about the privacy, security and protection of information. We may amend this notice at any time. We will inform you of changes as required by law.

### **1. Collection of Information**

We collect information about you to provide you with superior customer service, save you time, better respond to your needs, and 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.

### **2. 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.

### **3. 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 so they may market their products to you. Accordingly, you do not need to tell us to refrain from sharing your information with third parties. We may share the information we collect about you with third parties 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.

### **4. 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 our 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 (1) not to share information about your creditworthiness received from you or others within our Family of Companies, and/or (2) 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 our Family of Companies, we will be unable to establish or continue a relationship with you as your choice will limit our ability to serve you as discussed above.

With this in mind, if you desire to inform us of your choice, you may write to: First Command Legal and Compliance Department, Attn. Privacy Policy, 1 FirstComm Plaza, Fort Worth, TX 76109-4999 or call 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.

#### **5. 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.

#### **6. Online Security Policy**

For information regarding our online security practices we invite you to review our Online Security Policy at [www.firstcommand.com](http://www.firstcommand.com) or [www.firstcommandbank.com](http://www.firstcommandbank.com).

#### **7. 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, submit a request in writing to the First Command Legal and Compliance Department, Attn. Privacy Policy, 1 FirstComm Plaza, Fort Worth, TX 76109-4999.

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.

To correct 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.



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1.817.763.0000  
Fax 1.817.763.0557

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Toll Free 1.888.763.7600  
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For 24-hour automated phone banking,  
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Email: [info@firstcommandbank.com](mailto:info@firstcommandbank.com)  
Website: [www.firstcommandbank.com](http://www.firstcommandbank.com)  
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