

# All about your deposit accounts

TERMS AND CONDITIONS  
FUND TRANSFERS  
FUNDS AVAILABILITY  
SPECIFIC ACCOUNT DETAILS



# Account Conversion Chart

<b>Chasewood Bank Account Name</b>		<b>Austin Bank Account Name</b>
<b>PERSONAL DEPOSIT ACCOUNTS</b>		
Personal Checking	will change to	Austin Star Checking
Personal NOW	will change to	Investment Checking
Money Market	will change to	Money Market
Money Market Plus	will change to	Money Market
<b>PERSONAL SAVINGS ACCOUNTS</b>		
Personal Savings	will change to	Savings
Personal Savings for 18 years or less	will change to	Young Savers
<b>BUSINESS DEPOSIT ACCOUNTS</b>		
Commercial Checking	will change to	Business Analysis Account
Commercial NOW	will change to	Business Interest Checking
Commercial Money Market	will change to	Business Money Market
<b>BUSINESS SAVINGS ACCOUNTS</b>		
Commercial Savings	will change to	Business Saving

Please refer to the enclosed disclosures to find all of the terms and conditions of the accounts listed above.

We have made every effort to align your existing accounts with comparable accounts offered by Austin Bank. If you feel a different account type would better suit your needs, simply visit your local office on or after February 18, 2025, and we will be happy to change your product type to one that is best for you.

## TABLE OF CONTENTS

	Account Conversion Chart	3
1.	Opening a New Account	6
2.	Agreement	6
3.	Liability	6
4.	Dispute Resolution	6
5.	Class Action Waiver	7
6.	Deposits	7
7.	Withdrawals	7
8.	Uniform Single-Party or Multiple- Party Account Selection Form Notice	8
9.	Business, Organization, and Association Accounts	8
10.	Stop Payments	8
11.	Telephone Transfers	8
12.	Amendments and Termination	8
13.	Notices	8
14.	Statements	8
15.	Direct Deposits	8
16.	Temporary Account Agreement	9
17.	Setoff	9
18.	Check Processing	9
19.	Check Cashing	9
20.	Truncation, Substitute Checks, and Other Check Images	9
21.	Remotely Created Checks	9
22.	Unlawful Internet Gambling Notice	9
23.	ACH and Wire Transfers	9
24.	Facsimile Signatures	9
25.	Restrictive Legends or Indorsements	9
26.	Account Transfer	9
27.	Indorsements	9
28.	Death or Incompetence	9
29.	Fiduciary Accounts	9
30.	Credit Verification	9
31.	Legal Actions Affecting Your Account	9
32.	Security	10
33.	Telephonic Instructions	10
34.	Monitoring and Recording Telephone Calls and Consent to Receive Communications	10
35.	Claim of Loss	10
36.	Early Withdrawal Penalties (and involuntary withdrawals)	10
37.	Address or Name Changes	10
38.	Resolving Account Disputes	10
39.	Waiver of Notices	10
40.	Additional Terms	10
41.	Force Majeure	10
42.	Holder of Austin Bank Debit Cards	10
	Funds Availability	13
	Terms and Conditions: Overdraft and Non-sufficient Funds (NSF) Fees	14
	Privacy Notice	16
	Miscellaneous Fee Schedule	18
	Commercial Fee Schedule	19



(1) **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.

(2) **Agreement.** This document and all documents we give or make available to you relating to your account or thereafter, constitute an enforceable Agreement that establishes rules which control your account(s) with us (the "Agreement"). This document and all documents provided or made available to you at account opening and subsequently thereafter, including but not limited to, the **Fee Schedule for Miscellaneous Services, Terms and Conditions: Overdraft and Non-Sufficient Funds (NSF) Fees, and What You Need to Know about Overdrafts and Overdraft Fees** constitute the Agreement and are incorporated herein by reference and made a part hereof as if set out in full herein. Except as expressly provided to the contrary, the Agreement applies to any personal or business checking, savings, or money market account you may have with Austin Bank. Please read this document and all other documents we give you or make available to you carefully and retain them for future reference. If you sign the signature card or open, use, or continue to use any account, you agree to these rules. If you have any questions, please call us at 1-800-644-9275.

Except as limited by law, you agree to pay us the fees and charges shown in the **Fee Schedule for Miscellaneous Services** as applicable to your account(s) and for other services we perform. You agree that we may change the fees and charges from time to time and you authorize us to charge your account(s) for the payment of fees and charges even if the charge results in and overdraft of your account(s). We may set the rate of both existing and future fees and charges upon the overall costs of providing account services, and they need not be based upon the direct costs of providing the particular service involved. We may establish the rate and amount of fees and charges based on profit, competitive position, deterrence of misuse of account privileges by customers, and the safety and soundness of Austin Bank. We will notify you of any changes as required by law.

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:

Summarize some laws that apply to common transactions;

1. Establish rules to cover transactions or events which the law does not regulate;
2. Establish rules for certain transactions or events which the law regulates but permits variation by Agreement; and
3. Give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

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

As used in this document the words "we," "our," and "us" mean Austin Bank 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.

(3) **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, including the fees and charges shown in the **Fee Schedule for Miscellaneous Services** as applicable to your account(s) and for other services we perform. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this Agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner, you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

(4) **Dispute Resolution; Arbitration.** Either you or we may ask or demand to resolve disputes by arbitration, and, if either party asks for arbitration, the dispute must

be resolved by arbitration except as provided in this section. Arbitration is a way of resolving disputes without going to court. If you or we ask for arbitration, we would all meet with a person called an arbitrator.

An arbitrator is like a referee or a judge. The arbitrator will listen to what you and we have to say. The arbitrator will decide who is right. The arbitrator's decision is called an award. Either party to an arbitration can take the award to a court with jurisdiction and request that the award be confirmed and made an official judgment by the court. **Please read the rest of this section carefully.** It explains how arbitration works.

**Some Legal Rights May Not Be Available in Arbitration:** After any party asks for arbitration of a dispute, neither you nor we can ask a court to hear that dispute. There will be no jury trial of that dispute. You cannot be part of any class action relating to that dispute. The right to get information from each other and other procedures may be more limited in arbitration than in court. **With a few limited exceptions, the arbitrator's award will be final and unchangeable. Other rights that you or we would have in a court also may not be available in arbitration.**

**What Disputes Are Covered:** Any dispute between you and us that arises from or relates to this Agreement, your account(s), or any transaction involving or relating to the account(s) or any service or product related to your account(s) (collectively, "disputes" and individually, a "dispute"), will be settled by arbitration unless it is described below in "What Disputes Are Not Covered." This means that disputes about the following, among other disputes, must be arbitrated at the request or demand of you or us:

This Agreement, your account(s) or any transaction involving the account(s) or any service or product related to your account(s), including, but not limited to, disputes relating to fees or charges to or relating to your account(s);

- Any advertisement, promotion or oral or written statement related to this Agreement or your account(s);
- Any relationships that result from this Agreement or any relationship you have with us that is not also subject to a different agreement to arbitrate (including, to the extent permitted by applicable law, relationships with third parties who are not parties to this Agreement or this arbitration provision);
- The validity, interpretation, scope or enforceability of this Agreement (except for any challenge to the enforceability of this section or any dispute about the parts of this section); and
- Whether it is too late to settle a dispute because of any statute of limitations, estoppel, waiver, laches, or similar legal rule.

It does not matter whether the dispute is based on contract, fraud, tort, intentional tort, statute, regulation, constitution, common law, equity, or otherwise. It also does not matter when the dispute began (whether before this Agreement, not or in the future).

**What Disputes Are Not Covered:** The arbitration provisions of this section do not cover any dispute:

- That you or we could take to a small claims court, which usually limits its cases based on the amount of the claim; or
- About the parts of this arbitration provision that prohibit class disputes.

**No Class Disputes:** You cannot join together in a dispute with anyone other than people who use your account(s). Even if other people have disputes similar to a dispute that you or we ask to arbitrate, those people and their disputes cannot be part of any arbitration between you and us. You cannot arbitrate any dispute on a class action, private attorney general, or other representative basis. Only a court, and not an arbitrator, may decide whether this provision prohibiting class disputes can be enforced.

**Who Will Arbitrate:** The American Arbitration Association ("AAA") or JAMS ADR ("JAMS") may arbitrate any dispute, or you and we may agree upon a different arbitrator or dispute resolution organization. For more information about arbitration, contact the AAA ([www.adr.org](http://www.adr.org) or 1-800-778-7879) or JAMS ([www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267). If for any reason the AAA or JAMS is unable or unwilling to arbitrate the dispute, or you and we cannot agree on an arbitrator, we will use another national or regional arbitration group.

The number of arbitrators will depend on the total dollar amount of all disputes by both you and us. If the total is \$250,000 or less, one arbitrator will hear the dispute(s). If the total is over \$250,000, three arbitrators will hear the dispute(s).

Each arbitrator must be an active member in good standing of the bar for any state in the continental United States and either: (a) actively engaged in the practice of law for at least 5 years or (b) a retired judge.

**What Rules Apply:** The arbitration of any dispute will be conducted according to the rules of the arbitrator ("Rules"). If an arbitrator other than the AAA is chosen, the Rules of the AAA will be applied to any circumstance that is not addressed by the Rules of the chosen arbitrator. If the total of all disputes is \$250,000 or less, we will use any expedited procedures in the Rules. If this Agreement and the Rules say something different, we will follow this Agreement and not the Rules.

**How to Start Arbitration:** Either you or we may start an arbitration by giving written notice to the other party. At a minimum, this notice must describe the subject of the dispute and the result requested in arbitration by the party giving the notice. If you ask us to arbitrate, you can choose the AAA or JAMS, or suggest another national or regional arbitration group to arbitrate the dispute. If we ask you to arbitrate, we will give you 10 days to choose the AAA or JAMS, or to suggest another national or regional arbitration group. In either case, if you suggest an alternative to the AAA and JAMS, we will work with you to determine if you and we can agree on a different

group or arbitrator. If you and we are unable to agree, the arbitration will be conducted by the AAA or, if the AAA is not available, by a similar arbitration group. The party asking for arbitration must file a notice with the arbitration group following the Rules in effect at that time.

**When a Party May Ask for Arbitration:** You or we may ask for arbitration before or after a lawsuit has been filed. You or we must ask for arbitration within the statute of limitations that would apply to the same dispute in court. If it is too late to resolve the dispute in court, it is also too late to resolve it in arbitration.

**What the Arbitrator(s) Must and May Not Do:** Each arbitrator must:

- Limit discovery to information that is directly relevant to the dispute and is not considered confidential or otherwise protected from being made public. Discovery is the process by which you and we ask each other for information about the dispute.
- Make decisions and awards based on the evidence and applicable substantive law and the rules of evidence used in federal courts.
- Make decisions and awards only with respect to claims made by or against you individually.
- Give a brief written explanation of the basis for the award upon request of either party.
- Make specific findings of fact and conclusions of law to support any award greater than \$25,000.
- Not make any award that would require you and us to continue any relationship we may have under this Agreement or otherwise.

**Who Pays for Arbitration:** There will be costs for arbitration. Contact the AAA or other arbitration group to find out what the arbitration charges will be. You may have to pay some of the arbitration charges unless this Agreement, an applicable law, or the Rules say we must pay. If the total dollar amount of all disputes is \$50,000 or less, we will pay that portion of the arbitration filing fee that is more than the cost of filing a lawsuit in the federal court where you live. You can ask us to pay some or all of the other arbitration charges you have to pay, but we don't promise to do as you ask. At the end of the arbitration, the arbitrator(s) will decide who has to pay for any arbitration charges that are greater than those we agreed to pay.

**Where Will Arbitration Take Place:** Any arbitration will take place in the federal judicial district near your home. Or, you and we could agree that arbitration will take place somewhere else.

**What Law Applies:** This arbitration provision is made pursuant to a transaction involving interstate commerce. The Federal Arbitration Act will apply to the construction, interpretation and enforceability of the arbitration provisions of this Agreement despite any other choice of law provision in this Agreement. The dispute shall be governed by Texas law.

**Other Rights and Remedies:** Nothing in the arbitration provisions of this Agreement will limit certain other rights you or we may have. This means that you or we could, for example:

- Get an injunction, which is a court order to stop someone from doing something; or
- File an interpleader action, which is a type of lawsuit used to decide who owns property that more than one person claims to own.
- If you or we do any of these things or take part in any other court case, it does not affect your or our rights under this arbitration provision.

**What Happens If Part or All of This Arbitration Provision Cannot Be Enforced:** With the exception of the "No Class Disputes" subsection above, only the arbitrator(s) can determine if any part of the arbitration provisions of this Agreement cannot be enforced and whether the dispute is covered by the arbitration provisions of this Agreement. If a court with proper jurisdiction says that any part of the "No Class Disputes" subsection above cannot be enforced, then none of the arbitration provisions in this Agreement will apply to that dispute, and this section will be considered deleted from the Agreement for purposes of that dispute. If a court with proper jurisdiction says that any other part of the arbitration provisions of this Agreement cannot be enforced, then the rest of the section still will apply, including the "No Class Disputes."

**Attorneys' Fees.** In any action between you and us, the prevailing party will be entitled to receive from the other party an amount equal to the reasonable attorneys' fees the prevailing party incurred in bringing or defending the action.

**Survival of Obligations.** The obligations of you and us under the foregoing provisions will survive the closure of your account(s) with us and the termination of all of your business with us.

(5) **Class Action Waiver; Jury Trial Waiver.**

**CLASS ACTION WAIVER:** THIS PROVISION LIMITS YOUR RIGHT TO SERVE AS A CLASS REPRESENTATIVE FOR, OR PARTICIPATE AS A MEMBER OF, A CLASS ACTION, WHETHER IN COURT OR IN ARBITRATION, IN CONNECTION WITH A DISPUTE INVOLVING US. YOU SHOULD REVIEW THIS SECTION CAREFULLY. IF YOU AND WE HAVE ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT, YOUR ACCOUNT(S), OR ANY TRANSACTIONS INVOLVING YOUR ACCOUNT OR ANY SERVICE OR PRODUCT RELATING TO YOUR ACCOUNT(S), YOU VOLUNTARILY AND KNOWINGLY AGREE TO WAIVE ANY RIGHT TO SERVE AS A CLASS REPRESENTATIVE FOR OR PARTICIPATE AS A MEMBER OF, A CLASS OF SIMILARLY SITUATED INDIVIDUALS, IN CONNECTION WITH SUCH A DISPUTE(S), TO THE FULLEST

**EXTENT PERMITTED BY LAW.**

**WAIVER OF JURY TRIAL:** THIS PROVISION LIMITS YOUR RIGHTS TO A JURY TRIAL IN CONNECTION WITH A DISPUTE INVOLVING US. YOU SHOULD REVIEW THIS SECTION CAREFULLY. IF YOU AND WE HAVE ANY DISPUTE(S) RELATED TO THIS AGREEMENT, YOUR ACCOUNT(S), OR ANY TRANSACTIONS INVOLVING YOUR ACCOUNT(S) OR ANY SERVICE OR PRODUCT RELATING TO YOUR ACCOUNT(S) AND (I) NEITHER YOU NOR WE SEEK TO COMPEL ARBITRATION OF THE DISPUTE(S), (II) SOME OR ALL OF THE ARBITRATION PROVISIONS OF THIS AGREEMENT ARE FOUND TO BE UNENFORCEABLE; AND/OR (III) THE DISPUTE(S) WILL BE RESOLVED IN COURT FOR ANY OTHER REASON, YOU AND WE AGREE VOLUNTARILY AND KNOWINGLY TO WAIVE ANY RIGHT TO A JURY TRIAL, TO THE FULLEST EXTENT PERMITTED BY LAW.

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

(7) **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. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. 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 and Non-Sufficient Funds (NSF) Fees.** An overdrawn account will typically result in you being charged an overdraft fee or a NSF fee. See our **Fee Schedule for Miscellaneous Services** for information on these fee amounts. Generally, an overdraft occurs when there is not enough money in your account to pay for an item presented for payment, but we may pay (or cover), in our discretion, the item anyway. For NSFs, we do not cover the item but instead, the item is rejected and returned. In either situation, you will be charged a fee.

We use the **ledger balance** method to determine whether your account is overdrawn, that is, whether there is enough money in your account to cover an item. Your account's ledger balance (sometimes called the actual balance) only includes transactions that have settled up to that point in time, such as deposits and payments that have posted to your account. The ledger balance does not include outstanding items (such as checks that have not yet cleared and electronic transactions that have been authorized

but which are still pending).

We have standard overdraft practices that come with eligible checking accounts. Please see [What You Need to Know about Overdrafts and Overdraft Fees](#) for information about how to opt-in or opt-out of that service. Please also see [Terms and Conditions: Overdraft and Non-Sufficient Funds \(NSF\) Fees](#) for more information and a further explanation of these services, which terms and conditions are expressly incorporated herein.

**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 demand 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

**(8) 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 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. On the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries and the financial institution may pay any sum in the account in equal portions to the P.O.D. beneficiaries at any time.

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

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

**(9) 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.

**(10) Stop Payments.** Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

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

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires. A

release of the stop-payment request may be made only by the person who initiated the stop-payment order.

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

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

**(11) 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

**(12) 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 Disclosures 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. 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. 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).

**(13) Notices.** Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

**(14) 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 or Problems.** In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem-including, but not limited to, an encoding error, unexpected deposit amount, unauthorized withdrawal or transfer of funds, or improper charge. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors or problems to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors or problems 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 consumer accounts only).** For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to [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](#).

**(15) 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



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

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

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, 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.

**(18) 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 have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**(19) 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 our 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.

**(20) Truncation, Substitute Checks, and Other Check Images.** If you truncate an original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate Agreement between you and us, we do not have to accept any other electronic or paper image of an original check. See our [Substitute Checks and Your Rights Disclosure](#) for more information.

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

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

**(22) Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**(23) 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 numb a beneficiary financial institution, and 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. Credit entries may be made by ACH. 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. **Credit** given by Austin Bank Texas, N.A. with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry. Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you. Austin Bank Texas, N.A. may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Texas as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

**(24) 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 your 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.

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

**(26) Account Transfer.** This account may not be transferred or assigned without our prior written consent.

**(27) 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 by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge. If 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 indorsement and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because of 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.

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

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

**(30) 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.

**(31) 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.

**(32) 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 issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss). Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offered you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay, reverse positive pay, ACH Block, ACH positive pay, or any other commercially reasonable security procedures, and you rejected those services, you agree to assume all risk associated with failing to use such services, and to the fullest extent permitted by law, agree to indemnify, defend, and hold us harmless from any loss, claim, liability, damage, or other amounts (including attorney's fees and costs) arising in any way, directly or indirectly, from your decision to reject such 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. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

**(33) Telephonic Instructions.** Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**(34) Monitoring and Recording Telephone Calls and Consent to Receive Communications.** Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- ◊ Your consent is limited to your account, and as authorized by applicable law and regulations.
- ◊ Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

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

**(35) 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.

**(36) Early Withdrawal Penalties (and involuntary withdrawals).** We may impose early withdrawal penalties on a withdrawal from a time account even if you do

not 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.

**(37) 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.

**(38) Resolving Account Disputes.** We may place an administrative hold on the funds in your account (refund 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.

**(39) Waiver of Notices.** To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit 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.

**(40) Additional Terms.**

**Deposit Adjustment.** We may rely on the account number of any deposit slip or similar record we receive, even if that account number is associated with a name that is different from the name you have provided. It is not our responsibility to detect any inconsistency between the account number you provide and the name. If you make a deposit, we may provide a receipt. However, the amount on your deposit receipt is based only on the deposit slip you complete. We may confirm the funds you deposit and, after review, may adjust your account for any errors - including any errors on your deposit slip. We are not required to adjust your account for discrepancies under §3.

**Limitation of Claims.** You agree to make any claim or bring any legal action relating to the Bank's handling of your account or otherwise arising under or relating to this Agreement, in writing, within two (2) years of the date the problem occurred, unless applicable law or regulation require earlier action by you; provided that if such limitation is determined to be invalid or unenforceable by any court of competent jurisdiction or duly appointed arbitrator, then any such claim or legal action shall be void unless made or brought within the shortest limited time permitted by applicable law or regulation.

**Account Closure.** We reserve the right to close your account at any time for any reason. We may automatically close your account if the account balance is \$0. If you attempt to close your account or we close your account, but a debit or credit on your account is subsequently processed by our automated systems, then we reserve the right at our sole discretion not to close your account or to reopen your account. In the event that we do not close your account or we reopen your account, we will accept all deposits on your account and we will pay any items, checks or EFTs if you have sufficient funds in your account to pay the item, check or EFTs; however, we are not required to pay and are not responsible for any items, checks or EFTs returned if your account is overdrawn. **YOU SHALL INDEMNIFY AND HOLD US HARMLESS FROM ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, COSTS, EXPENSES AND ATTORNEYS' FEES WE SUFFER OR INCUR IN CONNECTION WITH OR RELATED TO CLOSING YOUR ACCOUNT(S). THIS AGREEMENT SHALL GOVERN MATTERS RELATING TO YOUR ACCOUNT WHETHER SUCH MATTERS ARISE BEFORE OR AFTER YOU ATTEMPT TO CLOSE YOUR ACCOUNT(S).**

**(41) Force Majeure.** You agree that we will be excused from performance under this Agreement for any period and to the extent that we are prevented from performing, in whole or in part, as a result of any acts of God, war, civil or military disturbance, court order, labor dispute, third party nonperformance or other causes beyond our reasonable control, including failures, fluctuations or non-availability of electrical power, heat, air conditioning, light or telecommunications equipment.

**(42) Holders of Austin Bank Debit Cards.** We want to make you aware of a service provided by the Bank to help protect debit card holders from potential card fraud. Because of the upward trend in debit card fraud throughout the country, Austin Bank believes providing this fraud monitoring system is in the best interest of both our customers and the Bank. The system is very similar to programs used by major credit and debit card providers and involves the following:

- Transactions on your debit card are compared to your normal card activity, known fraud sites and other indicators;
- If transactions on your card result in an alert, a representative from either Austin Bank or the Card Fraud Detection Department of our Debit Card Processor will attempt to contact you by telephone and/or mail to confirm whether or not the transactions(s) in question are valid;
- We will attempt to contact you before action is taken that might cause you any inconvenience. However, in the event any transactions are extremely questionable it may become necessary to block usage of your card until verification with you is possible;

Should the Fraud Department leave you a telephone message, or send a letter, a reference number will be provided which you will need for verification when you call. Every attempt will be made to respect your privacy rights and you will only be asked to provide the minimal amount of information necessary to verify your identity. For example, you might be asked to verify the last 4 digits of your Social Security Number.



Once we are able to verify that the transactions are legitimate on a blocked card, the card will be reactivated. If transactions are determined to be fraudulent, the card will remain blocked and a new card will be ordered for you as soon as possible.

For security purposes the Bank reserves the right to cancel any Austin Bank Check & ATM Card that is not used for a period of 12 consecutive months. To ensure your card remains active, please use at least once every 12 months to withdraw cash or conduct a point-of-sale purchase.

#### Helpful Debit Card Contact Numbers.

**1 (800) 644-9275 or 903-759-3828**

Austin Bank Customer Service - Monday to Friday 7 am - 7 pm and Saturday 8 am - 12 pm

Advise us if you plan on using your card out of your normal geographic shopping area such as when planning to travel out of State, out of the U.S. etc. Also use this number during business hours to report lost or stolen cards or for assistance on a blocked Card. (Hint: When traveling, especially outside the U.S. always carry more than one form of payment)

**1 (800) 472-3272**

Use this number only during non-business hours to report lost or stolen cards. You may also use this number during non-business hours if you believe your card has been blocked in error because of unusual activity.

These numbers are also on our web site at [www.austinbank.com](http://www.austinbank.com)

#### Electronic Fund Transfer

**Transfer Types.** You may use your Austin Bank Check and ATM card and personal identification number (PIN) to access your account(s) with us for the following transfer types.

##### At an ATM you may:

- Make deposits to your checking or savings account(s).
- Withdraw cash from your checking or savings account(s).
- Obtain balance information about your checking or savings account(s).
- Transfer funds between your checking and savings account(s) whenever you request.

##### At Point-of-Sale transaction terminals you may:

- Pay for purchases at places that have agreed to accept the debit card.
- Pay bills directly by telephone from your checking account in the amounts and on the days you request.
- Initiate any transaction that can be made with a credit card.

**Online Banking** You may access any of your accounts by Internet, go to [www.austinbank.com](http://www.austinbank.com) For assistance you may call: **800-644-9275**.

**Free 24-hour Bank-by-Phone** For your convenience, you may access any of your accounts 24-hours a day by telephone at **(888) 758-2265 toll free or (903) 586-2265** by using your personal identification number (PIN). These services are available for On Line & One Plus Banking on Austin Bank Accounts only:

- Transfer funds between any of your checking and savings account(s)
- Make payments from your checking or savings account(s) to loans
- Obtain balance information about your checking, savings, or certificate of deposit account(s)
- Obtain withdrawal information concerning your checking, savings, or certificate of deposit account(s)
- obtain deposit information concerning your checking or savings account(s)
- Obtain transaction information concerning your checking, savings, loans, or certificate of deposit account(s)

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

#### Preauthorized electronic fund transfer (payments)

An electronic fund transfer (payment) authorized by you in advance to recur at regular intervals (such as monthly, quarterly) from your checking or savings account.

#### Limitations on frequency of transfers and dollar amounts of transfers from ATM and Point-of-sale transaction using the Austin Bank Debit Card.

##### ATM Terminals

You are limited to \$500.00 cash withdrawal at ATM terminals

You may withdraw no more than \$500.00 in ATM transactions

Withdrawal limitation of \$500.00 from Friday, 6:00 PM to Monday, 6:00 PM

We will charge your account \$2.00 per withdrawal at any ATM terminal other than Austin Bank ATM's

##### Point-of-Sale (POS) Debit Card Transactions

You are limited to \$2,500.00 in point-of-sale transaction.

You may make no more than \$2,500.00 in point-of-sale transaction per day

Point-of-sale limitation of \$2,500.00 from Friday, 6:00 PM to Monday, 6:00 PM

#### Documentation

**Terminal Transfers:** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.

**Preauthorized Credits:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

The person or company making the deposit will tell you every time they send us the money. You can call us at 1-800-644-9275 to find out whether or not the deposit has been made.

**Periodic Statements:** You will receive a monthly account statement from us for your checking account(s). You will receive a monthly account statement from us for your

savings account(s) if only possible electronic fund transfer to and from the account are preauthorized credits. You will receive a monthly account statement from us for your checking and savings account(s) unless there are not electronic transfers in a particular month.

#### Preauthorized Payments.

**Right to Stop Payment and Procedure for Doing So:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

**Call us at 1-800-644-9275 or write us at Austin Bank, Attn: Bookkeeping, P.O. Box 6950, Longview, TX 75608** in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. **We will charge you \$32.00 for each stop payment order you give**

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

**Liability for Failure to Stop Payment of Preauthorized Transfer:** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. Financial Institution's Liability

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

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

#### Confidentiality

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

- Where it is necessary for completing transfers
- In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant
- In order to comply with government agency or court orders
- If you give us written permission

#### Unauthorized Transfers

Definition of "Unauthorized Use". Unauthorized electronic fund transfers means an electronic fund transfers from a consumer's account initiated by a person other than the consumer without actual authority to initiate the transfer and from which the consumer receives no benefit. The term does not include an electronic fund transfer initiated:

- By a person who was furnished the access device to the consumer's account by the consumer, unless the consumer has notified the financial institution that transfers by that person are no longer authorized;
- With fraudulent intent by the consumer or any person acting in concert with the consumer;
- By the financial institution or its employee.

**Consumer Liability:** Tell us AT ONCE if you believe your card and/or code has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your card and /or code without your permission. (If you believe your card and/or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission). If you do **NOT** tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

#### The following limits on liability for MASTERCARD(R) - branded debit card will apply:

in Non PIN transactions using your MASTERCARD(R)-branded debit card you **WILL NOT** be liable for any unauthorized transactions provided that:

- as a cardholder you can demonstrate that you have practiced reasonable care in protecting your card from the risk of loss or theft;
- as a cardholder you have not reported two or more incidents of unauthorized use in a prior 12-month period;
- as a cardholder your account (that accepts transactions initiated with such card) with Austin Bank, Texas, N.A. is in good standing.

Provided none of these conditions are met, your liability is the lesser of \$50.00 or the

amount of money, property, labor, or services that were obtained by the unauthorized use prior to notification to us.

**Contact in Event of Unauthorized Transfer:** If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at 1-800-644-9275, or write us at Austin Bank, Attn: Bookkeeping, PO BOX 6950, Longview, TX 75608. (Call 1-800-472-3272 for emergency after hours reporting of lost or stolen cards/codes. Please use this number ONLY when the bank is not open for business.) You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**For purposes of these disclosures, our business days are:**

Monday, Tuesday, Wednesday, Thursday, and Friday. Holidays are not included.

#### ATM Fees

Notice Regarding ATM Fees by Others: If you use an automated teller machine that is NOT operated 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.

#### Error Resolution Notice

**In Case of Errors or Questions About Your Electronic Transfers:**

**Telephone us at 1-800-644-9275 or**

**Write us at Austin Bank, Attn: Bookkeeping**

**P. O. Box 6950 Longview, TX 75608**

**E-mail us at [customercare@austinbank.com](mailto:customercare@austinbank.com)**

Call or write as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of 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** (within 20 business days if the transfer error 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** (we may take up to 90 days if the transfer error involved a point-of-sale, new account, 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** (within 20 business days if the transfer error 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. (A new account is considered new for the first 30 days after the first deposit is made if you are a new first-time customer).

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.

#### Electronic Check Conversion

Electronic check conversion is a process where your paper check is used as a source of information such as the check number, your account number, and the number that identifies your financial institution. This information is used to make a one-time electronic payment from your account, which is an electronic funds transfer. The check itself is not the method of payment and the electronic transaction may be processed faster than a check. When you provide your check to a merchant, you must be given notice that information from your check will be used to make an electronic payment from your account. 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
- Pay bills

#### International Transaction Fee Assessment

Austin Bank is an issuer of MasterCard® branded Debit Cards, and as such, is subject to specific charges when a Debit Card is used to withdraw funds at an ATM or make a purchase at a merchant. The following charges are applicable to international debit card transactions:

**International Cross Border Assessment (ICBA)** - A "cross-border transaction" is any transaction on a MasterCard® credit or debit card, Cirrus® card or Maestro® card processed through the Global Clearing Management System (GCMS) or the MasterCard® Debit Switch (MDS) in which the country code of the merchant differs from the country code on the cardholder.

**Currency Conversion Assessment (CCA)** - Applicable whenever an ATM withdrawal or Point-Of-Sale Purchase involves a currency conversion. MasterCard's currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard®. The government-mandated rate or wholesale exchange rate MasterCard® uses for a particular transaction is the rate MasterCard® selects for the applicable currency on the day the transaction is processed, which may differ from that applicable to the date the transaction occurred or when it is posted to the cardholder's account.

#### Fees:

- **International Cross Border Fee** – a percentage determined by MasterCard® times the amount of the international transaction per \$100
- **Currency Conversion Fee** - a percentage determined by MasterCard® times the amount of the international transaction per \$100

All applicable fees will be charged to and detailed on the cardholder's account to which the international transaction is posted.

#### Notice of Basic User Safety Precautions of ATM/Night Deposit Facilities

We recommend that you always exercise discretion when making transactions at an automated teller machine or night deposits facility. We are concerned about your safety and suggest these simple precautions to ensure safer transactions for you.

- Always prepare for your transactions at your home or office to minimize your time at the ATM or Night Deposit facility. (For instance prepare deposit slips, etc. ahead of time.
- Retain all ATM receipts. Use them to record the transactions in your account record at a later time (not at the ATM/ Night Deposit facility). Never leave your ATM/Night Deposit receipts at the facility as they may contain important account information.
- Always compare your records with the bank account statements you receive.
- Never lend your ATM card to anyone. Do not leave your ATM card or any documents at the ATM/Night Deposit facility.
- Protect your privacy and security by never giving out your personal identification number (PIN) to anyone. Always keep this information confidential. Do not give out any information about your ATM card or PIN over the telephone. Do not write your PIN on the ATM card or keep it written where it can be discovered.
- When entering your PIN it is recommended you use your hand or body to shield from others viewing the transaction.
- Promptly report your lost or stolen ATM card to us at the telephone number & address listed on page 3 of this disclosure. Please refer to the Error Resolution Notice on page 3 for procedures to follow in the event of a lost or stolen ATM card.
- Always be aware of your surroundings while at an ATM/Night Deposit facility. Scan the area for suspicious activity, especially at night. Notice the lighting of the facility. It should be well lit (includes the parking area and walkways). Never approach an ATM/Night Deposit facility that is not well lit (go to another facility). For your safety, consider having someone accompany you, particularly at night.
- Never accept assistance from anyone you don't know when using the ATM/Night Deposit facility.
- While making your transaction continue to be aware of your surroundings. If anything seems suspicious, we suggest you cancel your transaction, take your card and consider using another ATM/Night Deposit facility.
- For your protection, don't display your cash. As soon as the ATM transaction is complete, pocket the cash.
- When you are in the safety of your car, home, or other secure place, then count the cash. When using a drive-up facility, be sure all doors are locked and all car windows are rolled up, excluding the driver's window. For your safety, keep the engine running and continue to be aware of your surroundings.
- Your safety at the ATM/Night Deposit facility is important to us. Therefore, please report to us any problems you are aware of with an ATM/Night Deposit facility. For instance, if lights are out or you notice any damage to an ATM/Night Deposit facility. If you observe any suspicious activity or crimes to a facility, please report it to the operator of the facility and to law enforcement immediately.

#### Debit Card Fraud Monitoring System

A specialized fraud monitoring system is utilized to help protect debit card holders from potential card fraud. Austin Bank believes providing this fraud monitoring system is in the best interest of both our customers and the Bank. The system is very similar to programs used by major credit and debit card providers and involves the following:

- Transactions on your debit card are compared to your normal card activity, known fraud sites and other indicators.
- If transactions on your card result in an alert, a representative from either Austin Bank or the Card Fraud Detection Department of our Debit Card Processor will attempt to contact you by telephone and/or mail to confirm whether or not the transaction(s) in question are valid.
- We will attempt to contact you before action is taken that might cause you any inconvenience. However, in the event any transactions are extremely questionable it may become necessary to block usage of your card until such time as verification with you is possible.
- Should the Fraud Department leave you a telephone message, or send a letter, a reference number will be provided which you will need for verification when you call. Every attempt will be made to respect your privacy rights and you will only be asked to provide the minimal amount of information necessary to verify your identity. For example, you might be asked to verify the last 4 digits of your Social Security Number.
- Once we are able to verify that the transactions are legitimate on a blocked card, the card will be reactivated. If transactions are determined to be fraudulent, the card will remain blocked and a new card will be ordered for you as soon as possible.

For security purposes the Bank reserves the right to cancel any Austin Bank Check & ATM Card that is not used for a period of 12 consecutive months. To ensure your card remains active, please use at least once every 12 months to withdraw cash or conduct a Point-Of-Sale purchase.

## FUNDS AVAILABILITY POLICY – Your Ability to Withdraw Funds

Our Policy is to make funds from your cash or check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available you can withdraw them in cash and we will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

If you make a deposit during regular business hours on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after regular business hours or on a day, we are not open, we will consider that the deposit was made on the next business day we are open.

### Deposit made at Austin Bank ATM's

Deposits made at an ATM before 6:00 p.m. on a business day that we are open, (not including Saturday, Sunday or federal holidays) will be considered the day of your deposit. If the deposit is made at an ATM after 6:00 PM or on a day we are not open, it will be considered that the deposit was made on the next business day that we are open.

### Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225.00 of your deposits, however, may be available on the first business day after the day of your deposit.

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

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 \$5,525.00 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 of your deposit.

### Special Rules on New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits into your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposits 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 \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

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



## TERMS AND CONDITIONS: OVERDRAFT AND NON-SUFFICIENT FUNDS (NSF) FEES

It is the policy of Austin Bank ("the bank, we, us, or our") to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards.

### 1. UNDERSTANDING AND AVOIDING OVERDRAFT AND NON-SUFFICIENT FUNDS (NSF) FEES

The information in this document is intended to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and non-sufficient funds (NSF) can help you avoid being assessed fees or charges. This document explains the Bank's Overdraft and NSF Fee practices, as well as the Bank's discretionary Overdraft Courtesy Program that is available for eligible accounts in "good standing" (described below).

An overdrawn account will typically result in you being charged an Overdraft Fee or a NSF Fee. Generally, an overdraft occurs when there is not enough money in your account to pay for an item, but we may pay (or cover), in our discretion, the item anyway. For NSFs, we do not cover the item but instead, the item is rejected and returned. An "item" includes, but is not limited to, a check, substitute check, purported substitute check, remotely created check or draft, electronic transaction, draft, demand draft, image replacement document, indemnified copy, ATM withdrawal or transfer, debit card point-of-sale transaction, pre-authorized debit card payment, automatic transfer, telephone-initiated transfer, ACH transaction, online banking transfer to or from accounts at Austin Bank or external transfers to other institutions, online bill payment instruction, payment to or from other people, withdrawal or deposit slip, in-person transfer or withdrawal, cash ticket, deposit adjustment, wire transfer, and any other instruction or order for the payment, transfer, deposit or withdrawal of funds. In either situation, we can charge you a fee. Please also note that we will only charge you a fee for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have opted-in to that service, as described more fully below in Section 7.

### 2. DETERMINING YOUR ACCOUNT BALANCE

We use the "ledger balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for an item. Your account's ledger balance (sometimes called the actual balance) only includes items that have settled up to that point in time, such as deposits and payments that have posted to your account. The ledger balance does not include outstanding items (such as checks that have not yet cleared and electronic transactions, including debit card transactions, that have been authorized but which are still pending).

Your ledger balance may be overdrawn (become negative) by:

- Payments authorized by checks, ACH/electronic items, Austin Bank and foreign ATM or debit card transactions, online banking and telephone banking transactions;
- Payments authorized by you;
- The return of unpaid items deposited by you; or
- The imposition of bank service charges.

### 3. TEMPORARY DEBIT HOLDS CAN AFFECT YOUR ACCOUNT BALANCE

On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more or less than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase.

This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be seven business days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions, i.e., your ledger balance, will be reduced by the amount of the temporary hold. Please note that if another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you may be charged an Overdraft or NSF Fee, even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

### 4. PAYMENT ORDER OF ITEMS

The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay.

Please note that items may not be processed in the order in which they occur or in the order in which you make them. In general, we will process and post items from the same business day in the following order:

1. All credits (deposits) from smallest to largest
2. All checks from largest to smallest on the date presented
3. All ACH debits from largest to smallest
4. All ATM withdrawals from largest to smallest
5. All Point-of-Sale, and Debit Card Transactions from largest to smallest on the date presented

Austin Bank reserves the right to change the payment order if the Bank suspects fraud or possible illegal activity affecting the account. Austin Bank also reserves the right to post in any order, as permitted by law. Account statements do not necessarily report debits and credits in the order that we posted them to an account.

### 5. FUNDS AVAILABILITY

Knowing when funds you deposit into your account will be made available is another important concept that can help you avoid being assessed fees or charges. Please see our "Funds Availability Policy" for information on when different types of deposits will be made available for withdrawal

### 6. NON-SUFFICIENT FUNDS (NSF) FEES

If an item drafted by you (such as a check) or set up by you (such as a preauthorized transfer, debit card, or point-of-sale transaction) is presented for payment in an amount that is more than the ledger balance in your account, and we decide not to pay the item and instead return it, you agree that we can charge you a NSF Fee per each item.

Please be aware that an item may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times an item is presented for payment. It is the policy of the Bank to endeavor to only charge one (1) NSF or Overdraft Fee per each item, regardless of the number of times the item is presented for payment. Be aware, however, that the Bank does not control how an item is presented for payment and a merchant or other payee may present an item in a manner that does not allow the Bank's processing system to identify that it is a re-presented item that has previously been assessed a NSF Fee. If the Bank's processing system cannot identify that an item has been re-presented for payment, you understand and agree that you may be inadvertently charged additional NSF or Overdraft Fees if the item is presented for payment multiple times. In that event, you understand and agree that you must contact the Bank to identify the fees attributable to the same item being re-presented for payment and the Bank will refund any such fees to your account.

There is a limit of ten (10) Overdraft and/or NSF fees per day per account on the number of fees that may be assessed; however, your account will not be charged an NSF Fee for any item returned that is \$5.00 or less.

If there is more than one (1) owner on the signature card, each owner, and agent, if applicable, drawing/presenting the item creating the NSF Fee(s) shall be jointly and severally liable for such NSF Fee(s). We may use deposits you or others make to your account to pay overdrafts, fees and other amounts you owe us.

### 7. OVERDRAFT FEES

You understand that we may, at our discretion, honor withdrawal requests that overdraw your account for eligible account types (described below) under our discretionary Overdraft Courtesy Program after an account has been open for at least 30 days. In addition, under the Overdraft Courtesy Program we may, at our discretion, honor withdrawal requests that overdraw your account by up to \$100 within the first 30 days of account opening.

However, the fact that we may honor withdrawal requests that overdraw the ledger balance of the account does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We may change our practice of paying, or not paying, discretionary 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 a plan to sweep funds from another account you have with us.

You agree that we may charge you an Overdraft Fee of \$30.00 for each overdrawn item, including a fee for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have opted-in to that service, and the fee will be due and payable upon demand. There is a limit of ten (10) Overdraft and/or NSF fees per day per account on the number of fees that may be assessed; however, your account will not be charged an Overdraft Fee for any paid overdrawn item that is \$5.00 or less.

If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent, if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our Overdraft Fee(s). We may use deposits you or others make to your account to pay overdrafts, fees and other amounts you owe us.

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. Please see our "What You Need to Know About Overdrafts and Overdraft Fees Disclosure" for information on how to opt-in or opt-out of that service. Absent your affirmative consent (opt-in), ATM and everyday debit card transactions generally will not be authorized if your ledger balance in your account is insufficient. A customer who does not affirmatively consent (opts-out) to overdraft protection for the payment of ATM and/or everyday debit card transactions, agrees to not overdraw their account for ATM and everyday debit card transactions (\$0 debit card overdraft limit).

If a consumer opts-out of overdraft coverage for the payment of ATM and/or everyday debit card transactions, on the third time such a consumer breaches the account agreement by overdrawing the account with an ATM or everyday debit card transaction, and there is an inherent risk to the bank, then the debit card may be restricted from further use. The debit card may be reissued **IF** the consumer:

- Consents to an automatic transfer from another account to cover overdrafts;
- Applies and qualifies for a loan product with an automatic transfer feature to cover overdrafts;

- Voluntarily and knowingly consents to opt-in to the bank's debit card overdraft service; or
- Otherwise provides evidence of curing the breaches of the account

*Discretionary Courtesy Overdraft Program.* There are no additional costs associated with the Courtesy Overdraft Program, unless you use it. Under the Courtesy Overdraft Program, you will be charged our standard per item Overdraft Fee or NSF Fee, depending on whether the item is covered or returned unpaid.

Under the Courtesy Overdraft Program, we are not obligated to pay any item presented for payment if your ledger balance does not contain sufficient funds. We may refuse to pay an overdraft at any time, even if your account is in good standing and even though we may have previously paid overdrafts for you. The discretionary Courtesy overdraft Program offered by Austin Bank does not constitute an actual or implied agreement between you and Austin Bank, nor does it constitute an actual or implied obligation of Austin Bank. The Courtesy Overdraft Program represents a purely discretionary courtesy or privilege that Austin Bank may provide to you from time to time and which may be withdrawn or withheld by Austin Bank at any time without prior notice or reason or cause. Extension of the Courtesy Overdraft Program is subject to approval. Some restrictions do apply.

For Courtesy Overdraft Program consideration, you must (1) have an eligible account type and (2) your account must be in "good standing." The following account types are not eligible for the Courtesy Overdraft Program: Austin Access Checking Accounts. For ineligible accounts, any items that would overdraw your account will generally be returned unpaid and a NSF Fee will be imposed, and ATM/debit card transactions generally will not be authorized if there are insufficient funds in your account. Ineligible accounts cannot opt-in for overdraft protection for the payment of ATM and/or everyday debit card transactions.

For eligible accounts, "good standing" means that you must:

- Repay all Overdraft and/or NSF Fees within 30 days;
- Make deposits to your account(s) consistent with your past practices;
- Repay any negative balance(s) consistent with your past practices;
- You do not have any delinquent loan(s) with us of more than 30 days' past due;
- You do not have a Fresh Start Loan with us during which your overdraft privileges have been suspended during the term of the agreement;
- You do not have any garnishments, levies, or liens against your account(s);
- You do not have excessive NSF or Overdraft Fees assessed against your account;
- You make at least one (1) deposit to your account every 30 days.

If your account is not in "good standing," we will typically return any items or transactions that would overdraw your account and assess a NSF Fee per item.

*Declining Courtesy Overdraft Program.* You may choose at any time to not participate in Austin Bank's discretionary Courtesy Overdraft Program by visiting our website at [www.austinbank.com](http://www.austinbank.com), by calling our Customer Care Center at 1-800-644-9275, or by visiting us in person at any branch location. If you decline the Courtesy Overdraft Program, any items that would overdraw your account will generally be returned unpaid and a NSF Fee will be imposed, and ATM/debit card transactions will generally not be authorized if there are insufficient funds in your account.

*Courtesy Overdraft Program Balance Limit.* Austin Bank's discretionary Courtesy Overdraft Program may be subject to overdraft (negative) balance limits that may be increased or decreased for certain eligible accounts at any time, in Austin Bank's sole discretion, subject to applicable restrictions. Any and all fees and charges, including without limitation, all NSF and Overdraft Fees, will be included in this overdraft (negative) balance limit and will apply to any item that overdraws your account including, but not limited to, payments authorized by check, ACH/electronic transactions, Austin Bank and foreign ATMs/debit cards, online banking and telephone banking transactions. We will not include ATM and everyday debit card transactions within your assigned overdraft (negative) balance limit without first receiving your affirmative consent (opt-in) to do so.

*Excessive Overdraft Use.* Please contact us right away if you find that you are using the Courtesy Overdraft Program more often than you intend, do not understand why your account becomes overdrawn, or experience difficulty bringing your account to a positive balance. We would like to discuss your situation with you.

Following regulatory guidance, we will contact you if you are paying excessive Overdraft Fees (i.e., more than 6 fees in a rolling 6-month period) to discuss possible alternatives to the Courtesy Overdraft Program that may better meet your short-term credit needs. In the event you ask us to stop contacting you, we will honor your wishes. However, if we identify that the number and frequency of overdrafts increases materially for an extended period of time, we may contact you again to ensure the Courtesy Overdraft Program is still the most appropriate option available to you for covering your short term credit needs.

*Removal of Courtesy Overdraft Program.* The Courtesy Overdraft Program may be removed from any account at any time without prior notice or cause. Some common

reasons the Courtesy Overdraft Program may be removed from an account include, but are not limited to:

- The account has been overdrawn for 30 or more consecutive days;
- You have been approved for a Fresh Start Loan to manage the repayment of an overdrawn account;
- The account is subject to a restrictive hold (for example garnishment, liens, etc.);
- The account is dormant, has a bad address, has been charged off, or the account holder is deceased, in bankruptcy, there is a risk of fraud; or
- Based on safety and soundness concerns, if there is a history of potential chronic or excessive use of the Courtesy Overdraft Program, or you are in default of your obligations to Austin Bank.

## 8. BALANCE ALERTS

You may wish to take advantage of Austin Bank's account alerts. If you bank online or use our mobile banking services, you may establish an alert threshold to let you know when your balance is nearing your alert threshold.

Here's how it works: you set the threshold (say \$100) by logging into your account online and setting up the balance alert program. The alert system is based on your ledger balance (not including any overdraft coverage limit). The ledger balance is finalized once a day in the evenings after all items have been posted, including deposits for which you have received credit, wire and cash items, ACH payments, and debit card payments that have been submitted for posting. If your ledger balance has fallen to your alert threshold, you will receive a text message (if you use the mobile banking program) or an email alert. You can then log on securely to your account for more information.

**FACTS**
**WHAT DOES AUSTIN BANK DO WITH YOUR PERSONAL INFORMATION?**
**Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Payment history and transaction history
- Credit history and credit scores

When you are no longer our customer, we continue to share your information as described in this notice.

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Austin Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Austin Bank share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	We do not share
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We do not share
<b>For nonaffiliates to market to you</b>	No	We do not share

**Questions?**

Call 800-644-9275



## Who we are

### Who is providing this notice?

Austin Bank

## What we do

### How does Austin Bank protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

### How does Austin Bank collect my personal information?

We collect your personal information, for example, when you

- Open an account or deposit money
- Pay your bills or apply for a loan
- Use your credit or debit card

### Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

## Definitions

### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Austin Bank does not share with our affiliates.*

### Non-affiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Austin Bank does not share with nonaffiliates so they can market to you.*

### Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include insurance companies.*

## Other important information



# Miscellaneous Fee Schedule

Account Research	
Per copy.....	\$5.00
Per hour.....	\$25.00 (\$25.00 minimum)
Account Transfers	
Austin Bank ATM.....	FREE
One Plus Banking.....	FREE
Online Banking.....	FREE
Mobile Banking.....	FREE (in bank transfers)
.....	\$2.00 (bank to bank transfers)
Non-Austin Bank ATM.....	\$3.00
Popmoney®.....	Fee varies according to payment amount
Telephone Customer Service.....	\$2.00
ATM Withdrawals	
Austin Bank ATM.....	FREE
Non-Austin Bank ATM.....	\$2.00 plus processing bank's fee
Austin Bank Basic Debit Card	
First card.....	FREE
Replacement cards.....	\$7.00
Bags	
Night Depository Bag (locked).....	\$20.00 annually
Zipper Bag (no lock).....	\$5.00
Balance Inquiries	
Austin Bank ATM.....	FREE
Mobile Banking.....	FREE
One Plus Banking.....	FREE
Online Banking.....	FREE
One Plus Banking Fax.....	\$1.00
Non-Austin Bank ATM.....	\$2.00
Telephone Customer Service.....	\$1.00
Bill Pay	
Mobile Banking.....	FREE
Online Banking.....	FREE
Cashier's Checks	
Austin Bank customer.....	\$5.00
Non-customer.....	\$10.00
Check Cashing (non-customer).....	Greater of 2% or \$15.00
Check Printing.....	Fee varies according to style selected
Checkbook Balancing (per hour).....	\$20.00 (\$10.00 minimum)
Coin - loose counting.....	Greater of 10% or \$5.00
Collection Items	
Domestic.....	\$20.00
International.....	\$35.00 plus processing bank's fee
Deposits	
In office.....	FREE
Mobile Banking (per item).....	\$0.50
Early Closing Fee for accounts closed within 30 days of opening.....	\$25.00

Government Reclamations (Paper/ACH).....	\$50.00
Inactive Account.....	\$10.00
Letters of Credit.....	2% (\$250.00 minimum)
Levy/Garnishment.....	\$100.00
* Non-Sufficient Check Fee (NSF), per item, per presentment.....	\$30.00
Notary Service.....	\$5.00
* Overdraft Fee, per item, per presentment (applies to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means).....	\$30.00
Return Item Chargeback.....	\$7.50
Safe Deposit Boxes.....	Varies by box size
Safe Deposit Drill & Lock Replacement.....	Fee varies by service
Statement Print-Out	
Online Banking.....	FREE
Hard Copy Print Out (per copy).....	\$2.00
Statement	
Special Cut-off.....	\$10.00
Multiple Signatures per statement.....	\$25.00 per month
Stop Payment.....	\$32.00
Temporary Checks.....	\$.20 per check (up to 10 free with order)
Undeliverable Statement/Bad Address.....	\$5.00
Wire Transfer	
Incoming (each).....	\$15.00
Returned Incoming (each).....	\$20.00
International (each).....	\$50.00
Outgoing (each).....	\$25.00

\* Refer to Austin Bank's "Terms and Conditions: Overdraft and Non-Sufficient Funds (NSF) Fees" for more information. Please be aware that an item may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times an item is presented for payment. It is the policy of the bank to endeavor to only charge one (1) NSF or Overdraft Fee per each item, regardless of the number of times the item is presented for payment. Be aware, however, that the bank does not control how an item is presented for payment and a merchant or other payee may present an item in a manner that does not allow the bank's processing system to identify that it is a re-presented item that has previously been assessed a NSF Fee. If the bank's processing system cannot identify that an item has been re-presented for payment, you understand and agree that you may be inadvertently charged additional NSF or Overdraft Fees if the item is presented for payment multiple times. In that event, you understand and agree that you must contact the bank to identify the fees attributable to the same item being re-presented for payment and the bank will refund any such fees to your account. There is a limit of ten (10) Overdraft and/or NSF fees per day per account on the number of fees that may be assessed; however, your account will not be charged an NSF Fee for any item returned that is \$5.00 or less.



# Commercial Fee Schedule

## ACCOUNT ANALYSIS SERVICE FEES

Account maintenance.....	\$15.00
Cash Processing, per \$100 after \$10,000.....	\$0.15
Deposits.....	\$0.35
FDIC Insurance.....	Determined Quarterly
Items Deposited	
Items drawn on us.....	\$0.12
Transit Items.....	\$0.12
Rolled Coin.....	\$0.09
Strapped Currency.....	\$0.38
Withdrawals.....	\$0.18

Monthly interest paid will be a charge to the analysis calculation.

## INVESTABLE BALANCE CALCULATION

Earnings Credit.....	Rate determined monthly
Reserve Requirement - 10%	
Uncollected Funds Rate - Rate applied to average negative collected balance is WSJ prime plus 1%.	

## OTHER SERVICES

Account Research	
Per copy.....	\$5.00
Per hour.....	\$25.00 (\$25.00 minimum)
Account Transfers	
Austin Bank ATM.....	FREE
One Plus Banking.....	FREE
Online Banking.....	FREE
Non-Austin Bank ATM.....	\$3.00
Telephone Customer Service.....	\$2.00
ATM Withdrawals	
Austin Bank ATM.....	FREE
Non-Austin Bank ATM.....	\$3.00 plus processing bank's fee
Austin Bank Basic Debit Card	
First card.....	FREE
Replacement cards.....	\$7.00
Bags	
Night Depository Bag (locked).....	\$20.00 annually
Zipper Bag (no lock).....	\$5.00
Balance Inquiries	
Austin Bank ATM.....	FREE
Mobile Banking.....	FREE
One Plus Banking.....	FREE
Online Banking.....	FREE
One Plus Banking Fax.....	\$1.00
Non-Austin Bank ATM.....	\$2.00
Telephone Customer Service.....	\$1.00
Bill Pay	
Online Banking.....	\$6.95 per month
Mobile Banking.....	transactions included in above
Cashier's Checks	
Austin Bank customer.....	\$5.00
Non-customer.....	\$10.00
Check Cashing (non-customer).....	Greater of 2% or \$15.00

Check Printing.....	Fee varies according to style selected
Checkbook Balancing (per hour).....	\$20.00 (\$10.00 minimum)
Coin - loose counting.....	Greater of 10% or \$5.00
Coin - rolled.....	\$0.09
Collection Items	
Domestic.....	\$20.00
International.....	\$35.00 plus processing bank's fee
Currency - strapped.....	\$0.38
Deposits	
In office.....	FREE
Mobile Banking (per item).....	\$0.50
Remote Deposit Capture.....	Fee varies
Early Closing Fee for accounts closed within 30 days of opening.....	\$25.00
Government Reclamations (Paper/ACH).....	\$50.00
Inactive Account.....	\$10.00
Letters of Credit.....	2% (\$250.00 minimum)
Levy/Garnishment.....	\$100.00
Money Service Business Admin, monthly.....	\$500.00
* Non-Sufficient Check Fee (NSF), per item, per presentment.....	\$30.00
Notary Service.....	\$5.00
* Overdraft Fee, per item (applies to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means).....	\$30.00
Positive Pay, monthly.....	\$25.00
Positive Pay - exception per item.....	\$3.00
Private ATM Admin, monthly.....	\$150.00
Return Item Chargeback.....	\$7.50
Safe Deposit Boxes.....	Varies by box size
Safe Deposit Drill & Lock Replacement.....	Fee varies by service
Statement Print-Out	
Online Banking.....	FREE
Hard Copy Print Out (per copy).....	\$2.00
Statement	
Special Cut-off.....	\$10.00
Multiple Signatures per statement.....	\$25.00 per month
Stop Payment.....	\$32.00
Temporary Checks.....	\$20 per check (up to 10 free with order)
Undeliverable Statement/Bad Address.....	\$5.00
Wire Transfer	
Incoming (each).....	\$15.00
Returned Incoming (each).....	\$20.00
International (each).....	\$50.00
Outgoing (each).....	\$25.00
Zero Balance Accounts.....	\$25.00

\* Refer to Austin Bank's "Terms and Conditions: Overdraft and Non-Sufficient Funds (NSF) Fees" for more information. Please be aware that an item may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times an item is presented for payment. It is the policy of the bank to endeavor to only charge one (1) NSF or Overdraft Fee per each item, regardless of the number of times the item is presented for payment. Be aware, however, that the bank does not control how an item is presented for payment and a merchant or other payee may present an item in a manner that does not allow the bank's processing system to identify that it is a re-presented item that has previously been assessed a NSF Fee. If the bank's processing system cannot identify that an item has been re-presented for payment, you understand and agree that you may be inadvertently charged additional NSF or Overdraft Fees if the item is presented for payment multiple times. In that event, you understand and agree that you must contact the bank to identify the fees attributable to the same item being re-presented for payment and the bank will refund any such fees to your account. There is a limit of ten (10) Overdraft and/or NSF fees per day per account on the number of fees that may be assessed; however, your account will not be charged an NSF Fee for any item returned that is \$5.00 or less.