

CONSUMER DEPOSIT  
ACCOUNT AGREEMENT  
AND SERVICE  
DISCLOSURE



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# **Consumer Deposit Account Agreement and Services Disclosure**

## **Introduction**

This Consumer Deposit Account Agreement and Services Disclosure (the "Agreement" as further defined below) contains the general terms and conditions and other disclosures for the consumer account(s) and services that you have established at PlainsCapital Bank and other important information about your account(s). Some of our printed documents may refer to this Agreement as either a "Deposit Agreement" or "Consumer Deposit Agreement." We urge you to read this Agreement and all other PlainsCapital Bank documents and disclosures carefully, and save them for reference. By signing a deposit account Signature Card, a services application, or by otherwise opening or maintaining a consumer deposit account with PlainsCapital Bank, you acknowledge that you have received and reviewed this Agreement, and accept and agree to be bound by its terms and conditions, including as amended from time to time. This Agreement, together with any specific terms and conditions governing your consumer account(s) provided separately, establishes and details our relationship with you. Additional copies of this Agreement are made available to you, and you may obtain additional copies of this Agreement (the most current version) at a branch location, at [www.plainscapital.com](http://www.plainscapital.com) or by calling the telephone number on the back of this Agreement.

## **General Account Terms and Conditions**

### **Amendments and Changes to This Agreement**

We may supplement, amend or change (collectively, "change") this Agreement at any time including, without limitation, through existing or future agreements, terms and conditions, notices, new signature cards or account applications. We may add new terms and conditions and delete or amend existing terms and conditions. We may add new accounts and services and discontinue existing accounts or services. We may convert your existing accounts and services into new accounts and services. Unless otherwise required by law, we may apply any such changes after sending you advance notice of an adverse change via U.S. Mail to your most recent address contained in our records for your account, or by delivering the notice electronically, including email to your email address contained in our records for your account, or by making the notice available with the periodic statement of your account (as applicable), or by making the amendment available in a branch location for your account or on [www.plainscapital.com](http://www.plainscapital.com) (or any subsequent official Bank website), or on the Bank's mobile banking platform.

However, we may change this Agreement without prior notice unless otherwise required by law. No such amendment or change will apply to any dispute with you arising, or arising out of events occurring, prior to such amendment or change, as to which we receive actual notice. We do not have to notify you of changes that we believe are beneficial to you or of changes that we make for security reasons. If we change this Agreement, the newly updated (most current) version of this Agreement supersedes all prior versions and contains the terms and conditions governing your account as of the effective date of the newly updated Agreement. If you continue to use your account or keep it open after a supplement, amendment or change to the Agreement, you will be deemed to have accepted and agreed to the supplement, amendment or change and will be bound by all such supplements, amendments and changes.

## **Definitions**

In this Agreement, certain words have special meaning and are therefore defined. You will find certain terms and their definitions in this section and others in the text of this Agreement.

### **“Account”**

The term “account” refers to each and every deposit account you have established with us.

### **“ACH”**

The term “ACH” means automated clearing house. The ACH system is a batch processing, store-and-forward system that is governed by the NACHA Operating Rules for interbank clearing of electronic payments for participating depository financial institutions.

### **“Agreement”**

Unless otherwise noted herein, “Agreement” means this document and all terms and conditions set forth herein, any addenda, and any related disclosures, supplements and/or amendments that we give you, or make available to you, including, without limitation, the Signature Card and any agreement for banking services connected with this account.

### **“ATM”**

“ATM” means automated teller machine. The term ATM includes teller assisted transactions performed at interactive ATMs also known as Interactive Teller Machines (ITM) or Personal Teller Machines (PTM).

### **“Authorized Signer”**

An “authorized signer” is a person whom you have authorized to conduct transactions on your account, whether or not such person has signed the Signature Card or other documentation for your account. We may continue to recognize your authorization or the record of it until we have received and have had a reasonable time to act upon your written modification or revocation of it. An authorized signer’s authorization on the account is automatically terminated on the death of the last living Account owner.

### **“Available Balance”**

The “Available Balance” is the Ledger Balance plus any pending credit transactions less any pending debit transactions that we are legally obligated to pay or have already paid. Pending transactions may include, but are not limited to cash deposits, internal transfers, Card transactions, checks presented for cash, withdrawals and electronic transactions such as wire transfers, ATM, ACH and digital payments. Additionally holds or freezes on the account such as, but not limited to, liens, levies, and writs of garnishment will lower the available balance. The available balance in an account may change between the time a transaction is authorized at the time of purchase or order and the time the transaction is posted to your account, and the available balance thus does not include transactions you may have initiated but that have not been posted to your account.

### **“Business Day”**

A “business day” is every Monday through Friday or any day that we are open for banking business. Saturdays, Sundays and federal holidays are excluded.

### **“Card”**

“Card” includes every type of debit card, check card or ATM card that we may issue to the owner(s) of an account (“Cardholder”) including: PlainsCapital Mastercard® Debit Card and any Gift Card that we may issue.



**"Clearing House"**

"Clearing house" means an association of banks or other payors regularly clearing items.

**"Collected Balance"**

"Collected balance" is the Ledger Balance less deposited items in the process of collection.

**"Consumer"**

A "consumer" is a natural person.

**"Customer"**

A "customer" is a consumer (natural person) who establishes a deposit account, loan or other account with us primarily for personal, family or household purposes.

**"Demand Drafts/Remotely Created Items"**

An item that does not bear the maker's signature, but purports to be authorized by the maker.

**"Depositor"**

A "depositor" is an authorized signer, signatory, or other person or entity who has an ownership interest in your account.

**"Instant Payments"**

An "instant payment" is a type of digital funds transfer from or to a deposit account for moving money electronically in real time, through an electronic payments network using a faster payments system, that is typically irrevocable upon transmission and completed within seconds of transmission by the sender.

**"Internet Banking"**

As used in this Agreement, "Internet Banking" refers to our online banking services that provide access to your deposit account(s) and any other Bank accounts via the Internet.

**"Item"**

An "item" is any instrument or a promise or order to pay money handled by a bank for collection or payment in the broadest sense of the definition set forth in Chapter 4 of the Texas Business and Commerce Code, whether in paper, electronic or other form. Examples of an item include, but are not limited to, a paper check, substitute check, remotely created item, bill of exchange, note or order for the payment of money, whether written or oral, draft, withdrawal slip, bill payment instruction, funds transfer, ACH transfer, ATM or debit card/POS transaction, any re-submission of a previously rejected funds transfer or ACH transfer or other transfer, written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed, and a photocopy or an image of any of the foregoing.

**"Ledger Balance"**

"Ledger balance" is the balance in the Account, that reflects posted transactions, which include deposits, credits, withdrawals and other debits posted to the account.

**"Mobile Banking"**

As used in this Agreement, "Mobile Banking" refers to the Mobile Banking service offered as part of the Bank's Internet Banking services, allowing access to accounts via a web-enabled cell phone or smart phone or other mobile device capable of accessing the Internet and sending SMS text messages.

**"Non-Sufficient Funds"**

"Non-sufficient funds" (sometimes referred to as NSF or insufficient funds) refers to the circumstances where we do not

pay a check or other item or permit a withdrawal or debit transaction for an amount that exceeds the available balance in the account at the time such check, other item, withdrawal or debit transaction is presented for payment to the account.

**“Overdraft”**

“Overdraft” refers to the circumstances where we pay a check or other item or permit a withdrawal or debit transaction for an amount which exceeds the available balance in the account at the time such check, other item, withdrawal or debit transaction posts to the account.

**“PIN”**

“PIN” means the unique personal identification number assigned with a card or for PIN Wire services.

**“PIN Wire”**

“PIN Wire” means a wire transfer conducted via telephone through Bank’s PIN Wire Service, by use of the assigned PIN and caller identification.

**“POD”**

The term “POD” means payable on death.

**“POS”**

The term “POS” means point-of-sale.

**“Schedule”**

Except as may otherwise be stated in this Agreement, the term “Schedule” refers to any document setting forth rates, fees or transaction limits relating to the specified account including, but not limited to, a Truth in Savings disclosure document or any schedule setting forth PlainsCapital Bank fees and/or limits.

**“Signatory”**

A “signatory” is a person who signs a Signature Card to become an authorized signer on an account.

**“Signature Card”**

The “Signature Card” is the document signed by a customer to become an authorized signer on an account, providing a customer’s authorized signature for transactions on the account, and establishing the contract expressly entered into between the customer and the Bank.

**“We”, “Our”, “Ours”, “Us” and “Bank”**

The terms “we”, “our”, “ours”, “us” and “Bank” refer to PlainsCapital Bank.

**“You”, “Your”, and “Yours”**

The terms “you”, “your” and “yours” refer to each and every Depositor.

**Your Responsibility**

You understand it is your responsibility to protect and safeguard your personal banking information, items and devices, including, as applicable, your account number, PIN codes, access codes, passwords, checks, debit and ATM cards, mobile phones, tablets, computers, and security tokens provided for or used in connection with your accounts. You should not discuss, compare, or share your personal banking information or credentials with anyone unless you are willing to give them full access to your account and the funds in your account. An account number and other personal banking information can be used to issue an electronic debit, a demand draft or other items against your bank account. If you furnish such personal banking information or provide

device access to another person, such as a family member, friend, bookkeeper, or coworker to conduct transactions, you may be liable for transactions conducted by such person, regardless of whether the actions taken by such person exceed the authority given. As such private banking information can be used to electronically remove money from your account, payment can be made from your account when such information is furnished to another person even when you have not contacted us directly to authorize the payment. Notify us at once if you believe your account information or access devices have been compromised. You can contact the Bank by calling (866) 762-8392 or visiting one of the Bank's locations, a list of which can be found at [www.plainscapital.com](http://www.plainscapital.com).

If you fail to exercise ordinary care in protecting or safeguarding your account information or access devices, to the maximum extent allowable by applicable law, we may require you to bear resulting loss entirely yourself. Except for consumer electronic funds transfers subject to Regulation E, or as otherwise prohibited by applicable law, you agree that if we offer you products or services appropriate for your account and/or transactions on your account to help identify and limit fraudulent or other unauthorized access to or transactions against your account, such as positive pay services or commercially reasonable security procedures, and you decline or otherwise do not obtain such products or services, you will be responsible for any fraudulent or unauthorized transactions on your account which could have been prevented by the products or services we offered, except to the extent resulting loss was caused by our gross negligence, willful misconduct or bad faith.

## **Deposits; Cashed Items**

### **Deposited and Cashed Items**

You understand that all deposits and cashed items are subject to verification and corrections. We can accept an item for deposit or collection only, refuse it or return it. Even if we verify a deposited or cashed item and tell you that it has been paid, doing so will not release your liability as an endorser. In receiving items, we are acting only as your agent. We have no responsibility beyond ordinary care.

You will not hold us responsible for default or negligence of our correspondents or loss or destruction of items in transit. Each correspondent we use will be liable only for its own negligence. You further understand and agree that if a deposited item is lost, destroyed or misrouted during processing or the collection process (either at the Bank or at another point in the payments system): (i) we shall have no responsibility to you for the actions or inactions of any collecting bank; (ii) we may charge your account for the amount of the deposited item (and reverse any interest that may have accrued to your account in connection with the deposited item); and (iii) you will cooperate fully with us to locate, reconstruct or recreate the deposited item by promptly: (a) providing us with a copy of the front and back of the deposited item from your or the issuer's records; (b) asking the issuer to place a stop payment on it (at the Bank's expense) and issue a replacement item to you (if the deposited item has not been paid); or (c) reviewing your records and other information and conducting any additional research as may be reasonable to determine the issuer's identity (if you do not know the identity of the issuer of the deposited item). If we give you credit for an item, we can also revoke it if the item is not paid. Items deposited by mail will not be considered received by us until we actually receive them. You will not hold us responsible for loss of any item until we have received it.

You will reimburse us for loss or expense we incur because of any

missing endorsement, whether yours or another's, on a deposited item. You will not attempt to create a substitute check for deposit. You will not deposit any check that was written in such ink or that has any other features that would prevent it from being imaged or copied clearly and completely. We do not have to notify you of any non-recurring ACH credits or wire transfers to the account. We may refuse to accept for deposit or collection an item that is payable in currency other than U.S. dollars or an item that is not drawn on a financial institution chartered in the United States (each, a "non-U.S. item"). If we accept a non-U.S. item for deposit or collection to your account, you accept all risks associated with foreign currency fluctuation (exchange rate risk) and any late return of the non-U.S. item. You agree that we may use our current buying and selling rate, as applicable, when processing a non-U.S. item and may recover from your account any loss we incur as a result of processing such an item for you. We may place longer holds than specified in the Funds Availability Disclosure on non-U.S. deposited items.

### **Deposit of Government Benefits**

If you receive credits to your account through a governmental source or on behalf of a governmental entity, and if a reclamation claim is filed against your account in relation to such credits, you agree to refund all such credits, and reimburse the Bank for any loss it sustains in relation to such credits if there is a reversal of the credits. If we are required for any reason to reimburse any governmental source or entity or other person for all or any portion of a government benefit payment deposited into your account, whether via a reclamation or other demand or claim, you authorize us to deduct the full amount of the government benefit payment for which reimbursement is required from the account or from any other account you have with us, without prior notice and at any time, except as otherwise prohibited by applicable law. We may also use any other legally available remedy to recover the full amount of our claimed liability for the government benefit payment. Even if the governmental source or entity making the reclamation claim is incorrect or mistaken, and even if the person or entity who provided the credit is incorrect or mistaken in seeking to reverse, revoke or reclaim the credit, you agree that you are solely responsible to address any such reclamation claim or action to reverse, revoke or reclaim any credit for government benefits with the person or entity making the claim or taking the action, and that we have no obligation or responsibility to address any such claim or action with any such person or governmental entity.

### **Remotely Created Items**

Unless we have otherwise agreed in writing to you, we also may refuse to accept for deposit remotely created items such as, without limitation, remotely created checks (as defined in Regulation CC). If we agree in writing to accept remotely created items for deposit, and you deposit a remotely created item, you agree and warrant that any such remotely created item has been authorized by the person identified as the drawer or maker of the item or otherwise on whose account the remotely created item is drawn, in the amount and in accordance with the terms stated on the face of the item. You further agree to indemnify and hold us harmless from any and all loss, cost, expenses, damages or liability, including, without limitation, reasonable attorneys' fees, in relation to or arising from a claim that any such remotely created item was not authorized by the person(s) on whose account the item is drawn.

### **Endorsements**

If an item requiring your endorsement is presented to us for deposit or cashed without it, you authorize but do not require

us to supply it, and any such item presented for deposit to your account or cashed that lacks an endorsement may be deemed to be endorsed by us on your behalf. However, we may, in our sole discretion, require your endorsement on any such item. You also authorize the Bank to collect any unendorsed item that is made payable to you without first supplying your endorsement, provided the item was presented for deposit to or cashed against your account. If an item is deposited to or cashed against your account bearing your stamped or facsimile endorsement, we may deem such endorsement to have been made or supplied by you whether or not such endorsement was made or supplied by you or someone acting without your authority. With respect to an Unauthorized Endorsement item, please refer to the Account Statements section of this Agreement.

### **Final Payment and Returned Items**

All non-cash items (such as checks) deposited to or cashed against your account are subject to our receipt of final payment by the payor bank (as that term is defined in Chapter 4 of the Texas Business and Commerce Code) or other payor upon whom the item is drawn. All such transactions are provisional until final payment by the payor. We can charge you or your account for the amount of any deposited or cashed item, any returned item fee, any interest paid on the item and any other fee or charge that we pay or incur in relation to the item, without further notice to you, if we do not receive final payment or the item is returned unpaid or charged back to us for any reason. An item is not considered to be collected until receipt of final payment. We may reprocess an item, but you do not require it. We can process and rely upon a copy, electronic entry or any other generally accepted notification or evidence of the returned item. You understand and acknowledge that our making funds “available” to you following a deposit or the cashing of an item, and your withdrawing funds following a deposit or cashing of an item, does not signify or confirm that final payment has been made on the item. You further understand and acknowledge that no employee or representative of ours is able to confirm that an item will be finally paid or will not be returned, and you may not rely on any such statement by any employee or representative. You waive presentment, notice of dishonor and protest. We may refuse to accept all or any part of any item for deposit or credit to your account, and will not be liable to you even if doing so causes outstanding items to be dishonored or returned.

### **Returned Deposited Item Fees**

Non-cash items deposited to your account may be returned unpaid to us by the payor bank as unpaid or returned or challenged for other reasons in the future. If your deposited item is returned unpaid or returned or challenged for other reasons in the future by the paying bank, you will only be charged a fee if the item is issued on an account you have control over. If the item was issued to you by another party and you are the payee, you will not be charged a fee for the return of this item. An exception to this would be if the item is returned because the item is missing the proper endorsements.

### **Collection Items**

At our discretion, we may process a paper item as a collection item instead of as a deposit by sending it to the issuer’s bank for payment and crediting your account after we have received payment for the item.

### **Checks and Our Approved Forms**

You will use only our approved checks, withdrawal forms and deposit slips. We are not responsible for any loss in relation to or due to improper printing on, or otherwise your use of forms not provided by or approved by us. You will not use ink of a color or type that is not legible when imaged or copied to write a check,

complete a withdrawal form or complete a deposit slip. You will verify your name, address, telephone number and the numbers in the magnetic ink character line across the bottom of the face of each document in each order of checks and deposit slips. If there is an error, you will not use the affected documents, and you will notify us and the printer immediately. You will not hold us responsible for any amount beyond the replacement cost of the order, provided the checks were ordered through us. You will maintain adequate safeguards to protect against unauthorized use of the forms in your possession, and agree that you will notify us immediately if you suspect or become aware that any checks or other forms are lost or stolen.

### **Cashing Your Checks**

Before we allow a person to cash an item, we can, but are not obligated to, require identification, such as a driver's license or passport. We can secure further identification by methods such as photography, fingerprinting and other technological means. If the person does not provide or permit such identification, we can decline to cash the item, and you will not claim that we wrongfully dishonored it.

### **Check Cashing for Others**

You may be presented with a situation when a person asks you to negotiate a check or other item on their behalf. You understand and agree that, whether or not a Bank employee questions your authority to negotiate the check or item, you assume the risk of loss if you use your account to cash checks or other items payable to other persons. Although we may make some or all funds on cashed checks or items provisionally available to you as discussed in the Final Payment and Returned Items section above, you shall be responsible for any loss that occurs if a cashed check or item is returned to us for any reason (e.g., because the check or item is unauthorized or fraudulent). You agree that you cannot rely on any oral representation or promise by any of our employees that a check or item payable to another person, whether drawn on or issued by us or another financial institution and whether or not the check or item is a cashier's check or official bank check, will be paid. You understand that even if a Bank employee may believe a deposited check or item has been "collected," otherwise informs you that good funds have been received, or provides you with an estimated date or time when the funds on the check or item should be available, various circumstances and events may arise that may delay or prevent final payment and/or availability of the funds. You also understand and agree that even if funds on a check or item are made available and even if the check or item is "finally paid," various circumstances and events may arise under which the Bank may have to debit the amount of the check or item out of your account in the future, e.g., due to a claim the negotiation of the check was not authorized by the payee.

### **Material Appearing on the Back of Paper Items; Legends on Paper Items**

You are responsible for losses incurred by any person who cashes or accepts your checks or other paper items for deposit if: (i) the loss is due to a delay in the return of the item; and (ii) the delay is caused by material appearing on the back of the item when it was issued or transferred by you. This material may include, but is not limited to, carbon bands, blacked out areas and printed or written text or numbers. You are responsible for all losses, claims, damages or expenses that result from a restrictive legend or notation on your paper items.

### **Withdrawal Rules**

#### **Examination of Items**

You may not and do not require us to comply with a conditional or

restrictive legend on any item, such as “void if not cashed within 90 days,” “paid in full,” “Void over \$100,” or any other impermissible marking. Permissible markings include the following: drawee bank name and location, payee name, endorser name, the dollar amount (either numeric or amount in words if contradictory), drawer signature and the magnetic ink characters across the bottom front of the item (the MICR encoded information). To the extent permitted under Texas law, we have no duty to honor, are not bound by and may disregard any other information on a check presented for payment. You will not hold us responsible for any item’s late return caused by an endorsement stamp or other marking outside the area allowed for it by law. You agree that we do not fail to exercise ordinary care in paying an item because our procedures do not require sight examination of each item including, without limitation, in relation to an amount below a set figure as determined by us from time to time.

You understand that we have adopted commercially reasonable automated processing procedures for the processing of items for collection and payment to assist in processing the largest volume of items at reduced cost to our customers, and that we have no duty to visually inspect signatures. You also understand and agree that we have no duty to review endorsements on items presented to us for payment by depository or collecting banks (as those terms are defined in the Texas Business and Commerce Code) or other third parties who make a presentment warranty to us. While we have no duty to review endorsements on such items, we may, in our sole discretion, refuse to pay or accept any item for deposit or collection unless we are able to verify to our satisfaction that all of the necessary endorsements are present on the item. For example, we may require that all endorsers be present at the time that an item is presented to us for payment or accepted for deposit or collection.

### **Facsimile Signatures**

You agree that if you utilize an automated or electronic check writing process, or a machine, software, mechanism, stamp, tool or device (such as, without limitation, a personal computer or desktop publishing) to supply a facsimile signature on your checks, or otherwise supply a mark, notation, symbol or other form of signature that is not your personal signature appearing on the Signature Card that you signed when you opened your account (collectively, “Facsimile Signature”), you authorize us to pay any check that bears a signature, mark, notation or symbol that reasonably resembles the Facsimile Signature, and you shall be solely responsible for any unauthorized use of the Facsimile Signature, or a signature, mark, notation or symbol that reasonably resembles the Facsimile Signature. You also agree to indemnify, defend and hold us harmless from and against all claims, costs, losses, damages, liability and expenses (including without limitation attorneys’ fees and costs) that we may incur as a result of any unauthorized use of the Facsimile Signature or any signature, mark, notation or symbol that reasonably resembles the Facsimile Signature.

You further agree to assume any and all responsibility for any and all payments we make in good faith reliance upon the Facsimile Signature or a signature mark, notation or symbol reasonably resembling the Facsimile Signature.

### **Undated or Postdated Items**

You agree that when you write a check, you will date it on the date it is written, and you will not write a check for payment on a date in the future. If you do write a check and it is presented for payment before the date stated on the check, or without a date stated on the check, we may, without inquiry or liability and in our sole discretion, pay it when it reaches us regardless of the date on the check, or return it unpaid. If we are required by law not to

honor a postdated or undated check following notice from you, you agree to provide us written notice sufficiently in advance of presentment, and to identify the check by check number, date and dollar amount, to allow us reasonably sufficient time and information to act upon your notice.

### **Stale Items**

We can, in our sole discretion, either pay or dishonor an item presented to us more than six (6) months after the date on the item, without prior notice to you. If you do not want us to pay such an item, you will place a stop payment on it in a dated, authenticated record, and, to renew any such stop payment order after six months, in a new authenticated record given to us within the period during which the stop payment order is effective.

### **Incomplete Items**

You agree that you will not issue or present for payment any item that is not completed. If you do, you will not hold us responsible for paying it as completed by anyone.

### **Third Party Debits**

Telemarketers and others trying to sell you goods or services may ask for information about your account, such as your account number, next unused check number or our routing number. If you give any such information about your account to such a person, you agree that we may treat any debit to your account initiated by that person as having been authorized by you.

### **Demand Drafts**

You may not deposit demand drafts (items not bearing the maker's signature, but purporting to be authorized by the maker) to an Account with us without our prior, express written consent. If you make such a deposit you are liable for any loss or cost we incur as a result.

### **Stop Payments**

You or any person authorized to draw on your account may order us to stop payment on your checks and other items payable from your account, subject to certain limitations set forth in this Agreement and applicable law. If the signature of more than one person is required to draw on your account, any such person individually may make the stop payment.

If you want us to stop payment on a check or other item, we will require you to provide a dated, authenticated writing describing the check or other item by number, date, payee name and exact dollar amount. At our sole discretion, without waiving our requirement that you provide such a dated, authenticated writing, we may choose to honor your stop payment request made orally by telephone or in person and describing the check or item by number, date, payee name and exact dollar amount. You understand that if any such information that you provide is not correct, our processing equipment may not catch the check or other item in time or we may otherwise not be able to stop payment on the item, and you will not hold us responsible.

Your stop payment request will be effective if we receive your instruction sufficiently in advance of payment, acceptance, certification, settlement without a right to revoke, or we become accountable for the item, and in such a manner to afford us a reasonable opportunity to act on the stop payment request. You understand that a stop payment expires in six months from the date of your stop payment request. You will place a new stop payment in writing within the period during which the original stop payment request is effective if you do not want us to pay the check or other item after the stop payment expires. If you use Internet Banking to process a stop payment, stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you



CANNOT cancel or stop the bill payment. You also understand and agree that you cannot stop payment of a certified, cashier's or teller's check that we issue, or other official check that we issue, and you generally may not stop payment of checks or other items after we have accepted the same, except as otherwise set forth in the Stop Payment of a Preauthorized Transaction section of this Agreement or as expressly permitted under NACHA Rules with respect to ACH transactions. You may initiate a stop payment request online through your bank account (not system bill payer). You will incur stop payment charges as disclosed in the current Schedule of Fees for the applicable account. You may place a stop payment on an item in any of the following ways:

<b>Telephone:</b>	By calling PlainsCapital Bank Customer Service at 1-866-762-8392.
<b>Internet Banking:</b>	By logging into Internet Banking.
<b>In Person:</b>	By visiting any of our branch locations.
<b>Mail:</b>	By mailing your request to: PlainsCapital Bank Attn: Deposit Support 5010 University Avenue Lubbock, TX 79413.

For further confirmation, we may, at our sole discretion, mail you a stop payment verification notice. Should we mail you a stop payment verification notice and the information in said notice is NOT correct you must notify us immediately. If you did not request that the stop payment be placed on your account you must notify us immediately. Otherwise the stop payment will be valid for 6 months.

Please see the Stop Payment of a Preauthorized Transaction section of this Agreement for stop payments on regularly scheduled or preauthorized ACH payments.

### **Lost, Destroyed or Stolen Cashier's Checks, Teller's Checks or Certified Checks**

You understand and agree that, if you intend to claim the right to receive the amount of a cashier's check, teller's check or certified check that has been lost, destroyed or stolen, your and our rights and obligations with respect to such a lost, destroyed or stolen cashier's check, teller's check or certified check will be governed by Article 3 of the Uniform Commercial Code (the "UCC") as adopted in the State of Texas, including, without limitation, UCC Section 3.312.

### **Acts and Omissions of Other Financial Institutions**

You understand and agree that we are not liable for the insolvency, neglect, misconduct, mistake or default of another bank or person, or for a notice of nonpayment relating to the loss or destruction of a deposited item.

### **Order of Payment**

You understand that we will post deposits and credits to your account before we pay items presented for payment. When two or more items are presented for payment against your account on the same day, applicable law allows us to pay or charge them in any order and before or after our regular banking hours. 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. You also understand that we are not obligated to determine the time of day an item is received and, without liability, may, but are not obligated to, withhold the amount thereof pending a determination of the effect, consequence or priority of any knowledge, notice, stop-payment order, or legal process concerning the item, or may interplead such amount and the

claimants thereto. For now, we have chosen the following order of payment:

1. Bank service fees, maintenance fees and payments you have preauthorized us to establish on your behalf, such as automatic loan payments and account-to-account transfers, will post to your account in an order of smallest dollar amount to largest dollar amount. These items may overdraw your account if sufficient funds are not available; however, we will not assess a per item overdraft fee in such cases.
2. Next, payments we have authorized for you at time of purchase or order, such as wire transfers, ATM withdrawals, debit card transactions, Internet Banking transfers, telephone banking transfers, and withdrawals at our teller counters, will be presented to post against your account in an order of smallest dollar amount to largest dollar amount. These are all non-returnable items that must be paid as they were authorized at the time of purchase; therefore, we post these items before ACH debits, drafts and checks (excluding checks used to withdraw funds at our teller counters). These items may overdraw your account if sufficient funds are not available when the item posts to your account.

Debit card transactions that were authorized on a sufficient available balance at time of purchase or order may overdraw your account when the item posts to your account. We will not assess a per item overdraft fee for transactions that were authorized on a sufficient available balance at time of purchase or order that overdraw your account when posted to your account.

If the available balance at time of authorization was insufficient, and you have affirmatively consented to payment of ATM withdrawals and one-time debit card transactions (see the PlainsCapital Overdraft Services Consent form for more details), a per item overdraft fee may be assessed for each item authorized against insufficient funds.

At any given time, if you review your account, you may see that we show some transactions as "in process." These transactions impact your available balance but have not yet posted to your account.

3. Finally, payments you have initiated that did not require an authorization by us at time of purchase or order, such as ACH debits, drafts, bill payments and checks (excluding checks used to withdraw funds at our teller counters) will be presented to post against your account in an order of largest dollar amount to smallest dollar amount. We, in good faith, have chosen to present these items for payment against your account in an order that prioritizes important payments, such as your mortgage/rent, automobile, or insurance payments before other smaller items. If the available balance in your account is not sufficient to pay these items, when presented to post to your account, in our discretion, we may choose to pay or return the item unpaid. In cases where we pay the item against sufficient funds you may incur a per item overdraft fee.

**Note: This order of payment could possibly cause multiple per item overdraft fees.**

We can, in good faith, choose a different order of payment after giving you any legally required notice.

Your account statement does not necessarily report debits and credits in the order that we posted them to your account.

## **Insufficient Funds**

Items presented to an account with an insufficient available balance will be processed as either an overdraft item or an insufficient (NSF) item. An overdraft occurs when you do not have enough money in your account to cover a transaction, and we pay it, resulting in a negative account balance. An NSF item occurs when you do not have enough money in your account to pay an item, and we return the item due to an insufficient balance in the account. If the Bank receives an item against your account and there are insufficient funds in your account to cover the item, we may, in our discretion and without prior notice to you, return the item (an NSF item) or pay the item (an overdraft item). You will be notified by mail of any insufficient funds items that were paid or returned.

## **Overdraft Items and Fees**

An overdraft item fee will be assessed for the payment of an overdraft item. You will be charged an overdraft item fee each time we pay an overdraft item. We will not charge you more than three (3) overdraft item fees per day. Please refer to the Schedule of Fees within this Agreement for our current Overdraft fee amounts.

## **Non-Sufficient Funds Items and Fees**

An NSF item fee will be assessed when an item is returned unpaid to the payee due to an insufficient available balance in the account to pay the item at the time the item is presented for posting to the account. If an item is presented for payment in an amount that is more than the amount of money in your account, and we decide not to pay the item, you agree that we can charge you an NSF fee for returning the item. We will not charge you more than three (3) NSF item fees per day. Please refer to the Schedule of Fees within this Agreement for our current NSF fee amounts.

If an item is returned NSF, the same item or transaction may be presented for payment multiple times, and we do not control the number of times an item or transaction is presented for payment. It is possible that an NSF item or transaction may be re-presented for payment (after previously being returned) before our notice of NSF for the previous presentment of that same item or transaction reaches you.

You may be charged an NSF item fee each time an item is presented and returned due to insufficient funds. The Bank makes every effort to prevent you from incurring multiple NSF item fees for the same item or transaction by reviewing your transaction history over a 180-day rolling period. While identifying re-presented checks in certain circumstances may or may not be difficult, other items, such as re-presented debit card transactions and ACH transactions, rely heavily on the merchant's responsibility to report items as re-presentments during processing.

We encourage you to use the balance alert features available to you as part of the Bank's Internet Banking and Mobile Banking to avoid situations that may lead to insufficient funds in your account and the possibility of incurring multiple NSF item fees and/or overdraft item fees.

You may also incur fees from the person or entity to whom you made the item payable or their collection agencies for having the item returned to them unpaid. If you always maintain a positive available balance (even when a merchant presents an authorization hold), you should have sufficient funds in the account to avoid possibly incurring a fee.

**Funds Availability.** Knowing when funds you deposit into your account will be made available for withdrawal is important and

may help you avoid being assessed fees or charges. Please see our Funds Availability Disclosure within this Agreement for more information on when different types of deposits will be made available for withdrawal. A check or other item you deposit 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 times we receive the item and when we return the item.

### **A Temporary Debit Authorization Hold Affects Your Account Balance.**

When you use a debit card for a purchase, the merchant will send your card number and the purchase amount to the Bank for an approval or authorization. This authorization generally confirms that an account is open and the purchase amount is available. For such purchases, we have the right to place a temporary hold on your account in an amount equal to this authorization amount received, and the funds for the purchase amount are then deducted from the available balance. When the Bank receives the actual transaction from the merchant, the hold amount is released and the transaction is presented for payment against the account in our stated Order of Payment. There are times, for example, at restaurants, for gas purchases, car rentals or hotels, that merchants won't know the exact amount of your purchase when they request the authorization. This means the authorization could be for an amount higher or lower than your actual purchase amount. Keep this in mind, because it could temporarily affect your available balance if your hold amount is different than your actual purchase amount. Therefore, it is extremely important that you are diligent about recording the actual transaction amount in your records. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft 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. If you always maintain a positive available balance (even when a merchant presents an authorization hold), you should have sufficient funds in the account to avoid possibly incurring a fee.

### **Optional Overdraft Protection Transfers**

You may request additional overdraft protection via overdraft protection transfers from a personal line of credit, savings account or another checking account that you have with us. In Texas, overdraft protection is not available on a home equity line of credit. If you utilize overdraft protection transfers, you will be notified on your monthly account statement of the amount of transfer(s) and any applicable fees.

### **What you need to know about Overdrafts and Overdraft Fees**

We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We have optional overdraft protection transfers as referenced above. To learn more, ask us about our optional overdraft protection transfers.

### **What are the standard overdraft practices that come with my account?**

We do authorize and pay overdrafts, at our discretion, for the following types of transactions:

- Checks and other transactions made using your checking account number

- Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions unless you ask us (see the PlainsCapital Overdraft Services Consent Form):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. We have no obligation to pay any item or honor a withdrawal from your account unless your account contains sufficient available funds to cover the full amount of the item or withdrawal.

If we do not authorize and pay an overdraft, your transaction will be declined, and may result in a NSF item.

Our payment of any checks, transfers, withdrawals or other items which exceed the available balance in your account in no way obligates us to continue the practice at a later time. We may discontinue this practice at any time without notice to you unless we have agreed otherwise. You should not consistently overdraw your account to pay ordinary or routine expenses, as these items may be returned.

The amount of any overdrafts including our fees that you owe us shall be due and payable immediately. We may use deposits you or others make to your account to pay overdrafts, fees and other amounts you owe us.

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 including our fees.

You agree to pay the Bank's fees for any action taken in accordance with the Schedule of Fees. Any negative balance on your account is immediately due and payable, and you agree to reimburse the Bank for the costs and expenses (including without limitation, attorneys' fees and expenses) it incurs in recovering the negative balance.

You can avoid fees for overdrafts and NSF items and the possibility of returned items by ensuring that your account contains sufficient available funds for all of your transactions. We offer tools and services to help you avoid overdrafts, returned items, Overdraft and NSF fees on your account, such as Internet Banking, Mobile Banking and Voice Banking. You may talk to a PlainsCapital Bank representative to learn more about these services as well as overdraft protection.

### **Authority; Power of Attorney**

You understand and agree that you will not grant anyone authority to conduct business with us on your behalf until we have reviewed and accepted the proposed terms of authorization. This includes authority such as under power of attorney, bill-paying arrangement or other method. If you wish to grant someone a power of attorney over your account, or designate someone your attorney-in-fact or agent with authority over your account, or otherwise grant someone authority to act with respect to your account in the capacity of agent for you as principal, you agree to provide us the terms of authorization in the form of a completed power of attorney form that has been recognized as legally binding under Texas law, and also to provide on our request an agent's certification pursuant to Section 751.203 of the Texas Estates Code (as may be amended from time to time), or an opinion of counsel under Section 751.204 of the Texas Estates Code (as may be amended from time to time). We may in our sole discretion, however, accept and act upon any power of attorney form or terms of authorization in other form that we believe you to have executed. You agree to indemnify and reimburse us for any and all claims, costs, losses, damages and liability that we incur in accepting or acting upon any power of attorney form or terms of

authorization in other form that we believe you to have executed. You will not claim that we wrongfully dishonored items presented to us before we accepted the authorization. If you have not given us the proposed authorization for advance review, we may, in good faith and in our sole discretion, honor items and instructions from the person you authorized. You will not hold us responsible if someone you authorized to conduct transactions on your account on your behalf misapplies your money. You assume all risk of improper acts by such person.

We can consider an authorization valid until we receive written revocation of it and have had reasonable time to review and act upon it. If we accept an authority, we may revoke our acceptance of that authority at any time at our discretion.

Please note that the power of attorney or other form of authorization must be acceptable to us in our sole discretion and, unless prohibited by law, we reserve the right, in our sole discretion, to refuse to honor or follow the instruction of any power of attorney or terms of authorization in other form presented to us. We also reserve the right, in our sole discretion, to refuse to accept or act upon a power of attorney when an agent purported to act under the power of attorney seeks to expand your existing customer relationship with us, seeks to require a service under the power of attorney that we do not offer, or asks us to perform any act we believe would violate the terms of any agreement in place between you and us, and we further reserve our right not to accept or act upon a power of attorney for any of the reasons stated in Section 751.206 of the Texas Estates Code. We also reserve our right, in our sole discretion, to require you or any proposed agent to provide additional information or documentation that we believe, in our sole discretion, sufficient to satisfy any question or concern we may have. Unless a power of attorney executed by you expressly so states, an agent that you appoint cannot appoint another agent. If you voluntarily disclose information about the account that would permit someone to initiate a debit to the account (such as account number, bank routing number and next unused check number), then you will be deemed to have authorized us to pay any debit to your account that person initiates.

## **Account Statements**

You agree to examine your periodic account statements and any accompanying items (front and back sides) promptly upon receipt or when the statements and any accompanying items are otherwise made available to you, whichever occurs first, and to promptly report any error, irregularity, discrepancy, unauthorized transaction or fraudulent transaction, including without limitation any forged signature, unauthorized signature, unauthorized debit, unauthorized transfer or alteration (collectively for purposes of this section, "Error") and any unauthorized, fraudulent, improper or missing endorsement (collectively for purposes of this section, "Unauthorized Endorsement") to us. You understand and agree that your duty to report any such Error or Unauthorized Endorsement applies to each individual item, and that general references to a series or group of items or transactions is insufficient to comply with this duty.

You also agree to notify us promptly if you do not receive any periodic account statement or any accompanying items. Statements and any accompanying items that we send to your statement mailing address as maintained in our records shall be deemed to be received by you within five (5) business days of the date of mailing. Internet account statements and any accompanying items shall be deemed to be made available to you when the account statements or their electronic equivalent are posted on the Internet and we send or transmit to you an electronic mail notification of availability, and account statements and any accompanying items otherwise transmitted to you electronically shall be deemed to be made available to you when

we send or transmit the electronic account statement to you. By making your periodic statement with check images available to you, it is as though we have included cancelled checks and other items with your statement. Account statements that we hold at your request or because you fail to provide us with a current address shall be deemed made available to you as of the date the statement is prepared. For checking and money market accounts, we will send or otherwise make available your account statement on a monthly basis, or at the frequency and in the manner advised to you from time to time. For savings accounts, we will send or otherwise make available your account statement on a quarterly basis, or at the frequency and in the manner advised to you from time to time. If you have an electronic fund transfer (such as an electronic direct deposit or ATM withdrawal) to or from your account during any month, we will send or otherwise make available a statement for that month. Additionally, you understand and agree that we make your account statements and any accompanying items available to you by making them available to you to access or obtain at any of our bank branch locations.

You must notify us in writing of any Unauthorized Endorsement. This notification should be made as soon as you are aware of the Unauthorized Endorsement, and, except as otherwise expressly stated in this Agreement or unless a longer period of time is required by statute or regulation and may not be modified by agreement, must be made to us in writing within 3 years of the date when the item(s) or your account statement identifying or detailing the item(s) containing the Unauthorized Endorsement is sent, transmitted or otherwise made available to you. Except as otherwise expressly stated in this Agreement or unless a longer period of time is required by statute or regulation and may not be modified by agreement, you must notify us in writing of any Error within thirty (30) calendar days of the date when the item(s) or your account statement identifying or detailing the item(s) containing the Error(s) is sent, transmitted or otherwise made available to you. You agree that if you do not so notify us of Unauthorized Endorsement(s) or Error(s) within the time frames set forth above, such Unauthorized Endorsement(s) or Error(s) shall be fully enforceable against you, we will not be liable for any such Unauthorized Endorsement(s) or Error(s), and you shall not have and will not bring any claim against us in relation to any such Unauthorized Endorsement(s) or Error(s).

You also agree to provide in writing (complete Fraud Affidavit) all relevant facts, including a description of the Unauthorized Endorsement or Error, and to identify any suspected wrongdoer. Additionally, if you fail to notify us in writing within a reasonable time (not to exceed 30 calendar days from the date you discover the problem or have access to an account statement or notice reflecting the first Error or Unauthorized Endorsement, whichever occurs first), we will not be responsible for subsequent Errors or Unauthorized Endorsements on any of your accounts by the same wrongdoer.

Additionally, in the event that an item was fraudulently altered or drawn without authorization in such way that a reasonable person could not detect the fraud and we were not grossly negligent in failing to detect the fraud, you will not hold us responsible for any loss resulting from such fraud, unless we have otherwise agreed with you in writing.

You understand and agree that you are required to cooperate with our fraud department and other Bank personnel in relation to unauthorized items, transactions and/or exceptions, and that you may be asked to execute paperwork concerning the unauthorized items, transactions and/or exceptions. The Bank

must receive all related documentation that we request from you regarding the alleged unauthorized activity within ten (10) days following our request to you. If you are unable to obtain requested documentation within such time, you agree to continue to seek to obtain such documentation and to prepare your own documentation specifically describing and identifying the unauthorized items, transactions or exceptions within the ten (10) day period, as you must provide documentation to us particularly describing any such claimed fraud in writing. You agree that you will not bring any legal action against the Bank prior to having first provided the requested documentation referenced in this section. When you have reported missing, stolen, or unauthorized checks, we may require you to close your related account and to open a new account. If you do not agree and fail to close your related account and open a new account, you understand and agree that we will not be liable to you for subsequent losses or damages that you may incur on your related account due to unauthorized items, transactions, exceptions or other unauthorized use. You also understand and agree that when you open a new account as referred to in this section, you are responsible to notify and inform any third parties who need to know your new account number and any related account information. If you believe fraud has occurred on your account, we may require or you may decide to file a police report and to ask for the prosecution of the person(s) responsible for the fraud, in which case you agree to provide us with a copy of any such report and to cooperate with us in any investigation or legal action brought against any such person. You agree to indemnify and to hold us harmless from any liability arising out of or in any way related to any arrest or prosecution of any person based upon any police report that you file in the event that the representations of fact you provide in any such police report are determined by a court of competent jurisdiction to be false or misleading. You also agree to pursue all rights to insurance that you may have under any insurance coverage you maintain before or at the time of your making a claim against us in connection with any transaction involving your accounts or your checks, withdrawal orders, items, and other exceptions and irregularities, and to provide us with all information that we reasonably request concerning your insurance coverage, including, without limitation, the name of your insurance carrier, policy number, policy limits and applicable deductibles. Any liability that we may have is and shall be reduced by the amount of all insurance proceeds you receive or are entitled to receive. If we credit your account or otherwise reimburse you for claimed loss on your account due to fraud, at our request, you agree to assign to us your rights under any insurance policy that you maintain that provides coverage for such loss.

At your request, we will provide you with copies of your paper transactions. However, your request for such items will not extend the time within which you must notify us of the discrepancies shown on your account statement.

The Substitute Checks and Your Rights section of this Agreement provides further information concerning substitute checks and your rights with respect to substitute checks, and governs the reporting of Errors with respect to substitute checks.

Written notice that you send or otherwise provide to us regarding your account statements shall be deemed effective when actually received by us. Written notice should be sent to PlainsCapital Bank, ATTN: Research Department, 5010 University Avenue, Lubbock, Texas 79413. Written notice that we send or otherwise provide to you regarding your account statements shall be deemed effective upon deposit in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address or, in the case of hand delivery, upon hand delivery to you.



If we are safekeeping or truncating your checks or deposit slips, you understand and agree that we will not return your original cancelled checks, substitute checks or deposit slips with your account statement, and that they may be retained or destroyed in accordance with our applicable record retention policy or schedules. You further understand and agree that our retention of checks does not alter or waive your responsibility to examine your account statements and report to us any Unauthorized Endorsements or Errors within the time periods set forth above. Account statements that we send or make available to any account holder shall be deemed to be received or made available to all account holders.

Notwithstanding the foregoing, the Electronic Fund Transfer Agreement and Regulation E section of this Agreement governs the reporting of errors on consumer electronic funds transfers (electronic funds transfers primarily for personal, family or household purposes), which are statutorily governed by the Electronic Fund Transfer Act and Consumer Financial Protection Bureau Regulation E, and the Consumer ACH Entries section of this Agreement addresses notification of unauthorized ACH debits to a consumer account, which are governed by the NACHA Operating Rules, and the Wire Transfers section of this Agreement addresses notification of unauthorized wire transfers, which are governed by Article 4A of the UCC as adopted in the State of Texas. Accordingly, if the transaction in question is a consumer electronic funds transaction, please refer to the "Electronic Funds Transfer Agreement and Regulation E" section within this Agreement, and if the transaction involves an unauthorized ACH debit please refer to the "Consumer ACH Entries" section of this Agreement.

### **Types of Account Ownership**

The account type and ownership of the account is determined by the Signature Card that you sign when opening the account, or any subsequent Signature Card or written modification that we accept. If the account is a savings account, we reserve the right to require seven (7) days' written notice before any withdrawal. **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.**

Our right to accept, pay or collect checks or other items drawn against an account or to account for proceeds of an item's collection is not rendered ineffective by the death or incompetence of an account owner existing at the time the item is issued or its collection is undertaken if we do not know of an adjudication of incompetence or the fact of death. Neither the death nor the incompetence of an account owner will revoke our authority to accept, pay, collect, or close an account until we have actual knowledge of the fact of death or of an adjudication of incompetence, and have had reasonable opportunity to act upon it. Even with such knowledge, we may for ten (10) days after the date of death of an account owner pay or certify checks or other items drawn on or before that date, unless ordered to stop payment by a person claiming an interest in the account.

## **Individual Accounts**

If the Signature Card for the account designates or lists only one depositor as the owner of the account, the account is an individual account.

### **(A) 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. beneficiary or beneficiaries of the account. The account is not a part of the party's estate.

Note: The P.O.D. beneficiary shall not by reason of being designated as such have any rights of a party with respect to the account until after the account owner's death. If an owner pledges the account as collateral for an obligation, the pledge prevails over the rights of any P.O.D. beneficiary, to the extent permitted under Texas law.

### **(B) Single-Party Account without P.O.D. 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.

### **(C) Health Savings Account with Beneficiary Designation.**

Qualifying natural persons may establish a Health Savings Account to obtain certain tax advantages in relation to the payment of medical and other permitted healthcare expenses. The account may be held only by one individual owner; however, the account owner may designate another person to have the power to conduct transactions on the account. If you designate your spouse by beneficiary designation and you predecease your spouse, we will thereafter treat the account as your spouse's Health Savings Account, and, subject to a change in applicable law, no tax on the account balance will be due at the time of your death. If your spouse predeceases you, or if you designate someone other than your spouse as your beneficiary of the Health Savings Account, taxes may be due on the remaining account balance on your death.

## **Multiple-Party Accounts**

If there are multiple account owners, each owner may perform any permitted action with the account, such as endorse items for deposit or collection even if payable to another owner, pledge it as collateral for any obligation, move funds by check or other means, close it, authorize others to conduct transactions on it and give instructions for transfers, stop payments and all other matters relating to it. No owner may cancel a stop payment entered by another owner. Each owner appoints the other owner as attorney-in-fact to endorse and cash items. A notice sent to one owner is effective for all owners. You guarantee the signature of each owner. You will be responsible for any liability, such as an overdraft fee or refund to the government of a direct deposit, even though caused by another owner. You will notify us immediately after you learn of the death or declaration of incompetence of any co-owner. Our rights and liabilities with respect to payment or disbursement of funds held in a multiple-party account will be governed by the Texas Estates Code as amended from time to time, except to the extent that any modification of the provisions of the Texas Estates Code set forth in this Agreement is permitted under Texas law.

### **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. We may pay any sum held 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.

### **(A) Multiple-Party Account without Right of Survivorship.**

The parties to the account own the account in proportion to the

parties' net contributions to the account. We may pay any sum held in the account to a party at any time. On the death of a party, the party's ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

**(B) Multiple-Party Account with Right of Survivorship and P.O.D. Designation.**

The parties to the account own the account in proportion to the parties' net contributions to the account. We may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries.

Note: The P.O.D. beneficiary shall not by reason of being designated as such have any rights of a party with respect to the account until after the death of the last surviving party. If a party pledges the account as collateral for an obligation, the pledge prevails over the rights of any P.O.D. beneficiary, to the extent permitted under Texas law.

**(C) 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. We may pay funds in the account to a convenience signer before we receive notice of the death of the last surviving party. The payment to a convenience signer does not affect the parties' ownership of the account.

**(D) Multiple-Party Accounts Designated as Community Property Accounts.**

This type of account may only be held by husband and wife as owners of the account, and only if noted on the Signature Card. Texas law permits a husband and wife to agree in writing that funds held in an account designated as a community property account without right of survivorship are community property of the husband and wife, or to agree in writing that funds held in an account designated as a community property account with right of survivorship are to become the property of the surviving spouse on the death of either spouse. You understand and agree that the ownership of such a community property account both during and after the lifetime of an account owner is determined solely by applicable state law and may be affected by a will, and that you should consult an attorney if you have any questions concerning the application of state law, the Texas Estates Code or otherwise community property law and the division of property upon the death of a spouse. If the husband and wife account owners divorce, we will treat them as owners jointly with right of survivorship.

**(E) 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 the 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.

**Note: "Trust Account" means an account in the name of one or more parties as trustee for one or more beneficiaries in which the relationship is established by the form of the account and this Agreement with us and in which there is no subject of the trust other than the funds on deposit in the account. The term does not include a regular trust account under a testamentary trust or a trust agreement that has significance apart from the account, or a**

**fiduciary account arising from a fiduciary relationship.**

**Additional Types of Accounts**

Other types of accounts that we may agree to establish include, without limitation, the following:

**Minor Accounts**

One or more adults may open an account in the name of a minor as allowed by us or Texas law governing the account. (An “adult” is a person that has reached the age of majority). Beneficial ownership of the deposited funds vests exclusively in the minor. Control of the account is vested exclusively in the adult(s) during minority. If there is more than one adult, each may act independently. We are not obligated to inquire about or investigate the application of funds. When the minor reaches the age of majority, we may act on the instructions of either the minor or the adult(s). If the adult (or the last of the adults to survive) dies before the minor reaches the age of majority, we may transfer the funds to the person who is appointed guardian according to the Uniform Transfers to Minors Act as adopted in Texas.

**UTMA Accounts**

If you designate on the Signature Card that the account is established under the Uniform Transfers to Minors Act (UTMA, as adopted in Texas), your rights and obligations will be governed by that Act. You understand that there can be only one custodian and one minor per account, and that all funds on deposit in the account will be held for the exclusive benefit of the minor. Your responsibility to us under this Agreement will not be limited to the amount in the account, and you agree to indemnify, defend and hold us harmless from and against all claims, costs, losses, damages, liability and expenses (including without limitation attorneys’ fees and costs) that we may incur as a result of any claim or action by any beneficiary regarding your authority as custodian or any action that you have taken in relation to the account. Upon termination of the custodianship, you will transfer the funds on deposit in accordance with UTMA. If you fail to transfer the funds, we may pay the funds on deposit to the minor in accordance with the custodian’s duty without waiting for instructions from the custodian.

**Guardianship Accounts**

At our option we may open an account in the name of a ward on whose behalf a guardianship has been established under applicable law. You agree that we will have no fiduciary responsibility or obligation in connection with any such account beyond our obligations otherwise set forth in this Agreement, and you agree that we will not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds by the guardian. If we are presented with letters of guardianship or an order appointing a temporary guardian, you agree that we will have no further duty to (i) determine if the person appointed guardian has qualified or continues to be qualified as guardian, (ii) determine if an act of the guardian is in accordance with or authorized by the Texas Estates Code or other applicable law, (iii) question the validity or propriety of any instrument or any instructions executed or given by a person acting as a guardian, or (iv) oversee the administration by a guardian of money or other property paid or delivered to him or her. You agree that we may rely upon letters of guardianship or order appointing a temporary guardian that are valid upon presentment, that we may continue to rely upon the same without inquiring into their expiration or renewal, and that we may assume their renewal unless we are notified in writing to the contrary. Further, you agree that we will have no obligation to recognize or honor any such letters or order that we know to have expired without renewal pursuant to the provisions of the Texas Estates Code or other applicable law.

### **Social Security Representative Payee Accounts**

At our option, we may open an account established in a Customer's name and for the Customer's benefit by an individual appointed as a Social Security "Representative Payee." Funds in a Social Security Representative Payee Account are owned by the Customer beneficiary. Only the Representative Payee, however, shall have direct access to the funds on deposit. If an account is opened, you agree (whether as beneficiary or as Representative Payee) that we may (i) accept deposits, including direct deposits from the Social Security Administration, (ii) permit withdrawals from the account by the Representative Payee, and (iii) restrict access to the account by the beneficiary. You agree that if we make payment to or at the direction of a Representative Payee, any such payment shall be valid and shall discharge us from any liability for the sums paid.

### **"In Trust For" Terms**

If the account is designated on the Signature Card as "ITF" or "In trust for," or if you establish the account (alone or in combination with another person) as trustee for a third person without presenting formal trust documents, you agree that we may treat the account as a Trust Account, as described above.

### **Signatures to Come**

If you ask us to create an account for multiple owners or authorized signers, we can limit use of the account until all owners have signed the Signature Card.

### **Protection of Vulnerable Adults from Financial Exploitation**

We reserve the right to inquire about any withdrawals, transfers or other disposition of funds or transactions or activity on your accounts, including, without limitation, the right to contact you directly regarding any account activities. As part of our legal compliance and loss prevention program, if at any time we suspect that your account may be subject to irregular, unauthorized, fraudulent, illegal or unlawful activities, we may, in our discretion, place a hold on some or all of the funds in your account and, to the extent permitted under applicable law, in other accounts you maintain with us, without any liability to you, until such time as we are able to complete our investigation of such suspected activities, with regard to the account and transactions. In addition, we may also place a hold on some or all of the funds in your account, or on particular transactions presented against your account, without any liability to you, in accordance with our obligations under Texas Finance Code Chapter 281 ("Protection of Vulnerable Adults from Financial Exploitation") to investigate and report suspected incidents of financial exploitation against "vulnerable adults" as defined in that statute. We may also block certain transactions that we suspect are illegal or fraudulent, including, but not limited to, transactions in violation of the Unlawful Internet Gambling Enforcement Act. If we do place a hold on your account, we may give notice if and to the extent may be required by the laws governing your account. Any such notice may be made by mail, verbally or provided by other means such as via Internet Banking or text alerts to the extent permitted by applicable law. We may not provide this notice to you prior to placing a hold on your account(s) if we believe that such notice could result in a security risk to us or to the owner of the funds in the account. You may contact PlainsCapital Bank Customer Service at (866) 762-8392 with questions about your account(s).

### **Interest Calculation – Interest Bearing Accounts, Accrual and Payment**

We use the daily collected balance method to calculate interest

on interest-bearing checking and savings accounts. For accounts that earn interest, interest is calculated at the annual rate and in the manner specified in the applicable Schedule using a 365-day-year (366 days in a leap year). The daily collected balance method applies a daily periodic rate to the collected balance each day. If you deposit a non-cash item, such as a check, interest begins to accrue no later than the business day we receive credit for its deposit. This may not be the same day that you deposit the non-cash item to your account. Interest is typically credited to checking accounts monthly and savings accounts quarterly. The Schedule may specify a minimum balance requirement for the payment of interest.

### **Request for Documents and Authorizations**

You understand and agree that, with respect to any and all types of accounts, we may require you at any time to provide such documents and authorizations as we may believe appropriate or necessary to confirm or satisfy us that the person(s) seeking to act in a responsible capacity with respect to an account, including without limitation to make or direct withdrawals from the account, has or have the necessary authority to do so.

### **Your Address and Changes of Account Related Information**

We may send notices, statements and other communications regarding your account to you at the most recent electronic and/or street address we have in our records for your account. You agree to notify us immediately if you change your street or electronic address. You may send us communications, such as change of address requests (street or electronic) at the address on the back cover of this Agreement or you may make the request over the telephone. If you request to update your information over the telephone, we will take appropriate measures to authenticate your identity. We may act on any such instruction made on your behalf within a reasonable time after our receipt. We may destroy all articles that are sent to you and returned to us as undeliverable items. We may also stop sending communications to you until you provide us with a new street or electronic address. You further agree to notify us immediately of any change in your name, telephone number, taxpayer identification number or other pertinent account information which allows us to service your account.

### **Date of Notices**

Except where this Agreement requires that something be “actually received”, the date on which communication occurred is determined by the postmark or postage meter date for postal mail and by the email sent date for electronic communications.

### **Deposit Reclassification of Account**

This account consists of a checking sub account and a savings sub account. We may periodically transfer funds between these two sub accounts as we deem appropriate. On a sixth (6th) transfer during a calendar month from the savings sub account, any funds in the savings sub account will be transferred back to the checking sub account. If your account is a plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non-interest bearing. The savings sub account will be governed by the rules governing our other savings accounts. This process is for regulatory purposes and will not affect your available balance, the interest you earn, FDIC insurance protection or your monthly statement.

### **Special Rules for Sweep Arrangements**

As an insured depository institution we are required to disclose whether swept funds are deposits within the meaning of 12 U.S.C.

1813(l), a U.S. Code statute describing those deposits eligible for FDIC Insurance. If the funds are not deposits under this statute, we must further disclose the status of such funds should the institution fail. If the Bank were to fail, the swept funds under this Agreement do not meet the FDIC deposit definition and therefore would not be guaranteed by the Federal Deposit Insurance Corporation nor be eligible for FDIC insurance.

## **Dormant and Unclaimed Accounts or Safe Deposit Boxes**

### **Checking, Savings, Money Market, Health Savings, Time Deposit, and Traditional Individual Retirement Accounts**

When the funds in your checking, savings, money market, health savings, Time Deposit or individual retirement accounts are considered to be abandoned for three (3) years, we are required to escheat the account to the state comptroller.

When the funds in your account are delivered to the state, your account is closed, no interest accrues, and we will have no further liability to you for such funds.

To recover the funds delivered to the state, you must file a claim with the state. You can prevent the escheatment of checking, savings, money market, health savings, Time Deposit or individual retirement accounts by making contact with us or communicating with us in ways which may include, without limitation: depositing or withdrawing funds, updating your account address, signing into your account on our website, writing or calling us concerning your dormant account.

### **Checking, Savings, Money Market, and Health Savings Accounts**

- Your checking, savings, money market or health savings accounts are considered inactive and dormant if there is no customer-initiated debit or credit activity for more than one (1) year, and you have not communicated with us during that time.
- If your checking, savings, money market or health savings account is considered inactive and dormant, we may hold all statements for your account.
- If your checking, savings, money market or health savings account is considered inactive and dormant, card privileges (including ATM and Point-of Sale access) may be blocked or terminated, and we may refuse to honor other transactions.
- If your checking, savings, money market or health savings account remains inactive and dormant for at least three (3) years, we may presume it to be abandoned.

### **Time Deposit Accounts**

- Your Time Deposit accounts are considered inactive and dormant if there is no customer-initiated contact for more than one (1) year after the first maturity date.
- If your Time Deposit account is considered inactive and dormant, we may hold all statements for your account.
- If your Time Deposit account remains inactive and dormant for at least three (3) years (after the first maturity date), we may presume it to be abandoned.

### **Traditional Individual Retirement Accounts (IRA)**

- Your traditional IRA is considered inactive and dormant if there is no customer-initiated contact for one (1) year after the mandatory distribution date of the required minimum distribution.
- If your traditional IRA is considered inactive and dormant, we may hold all statements for your account.

- If your traditional IRA remains inactive and dormant for at least three (3) years, we may presume it to be abandoned.
- When escheating a traditional IRA to the state, the escheatment may be treated as a designated distribution to the IRA owner.
- The escheatment will be subject to federal tax withholding (at the applicable withholding rate) and the subsequent federal tax reporting.

### **Safe Deposit Boxes**

- Your safe deposit box is considered inactive and dormant if the rent on the box is delinquent. Safe deposit box rent becomes delinquent nine (9) months after the last rental payment expired.
- If your safe deposit box remains inactive or dormant for at least five (5) years, we may presume it to be abandoned.
- When your safe deposit box is considered to be abandoned for five (5) years, we are required to escheat the property; that is, to deliver the property in your safe deposit box (the contents) to the state comptroller.
- When the property (contents) from your safe deposit box is delivered to the state, your box is closed, and we will have no further liability to you for such property.
- You can prevent escheatment of your contents by paying your safe deposit box rent.

### **Recording and Monitoring Telephone Calls**

To provide you better service and for quality assurance and our mutual protection, we may record and/or monitor any of our telephone and electronic communications with you, such as video calls, electronic chats, online sessions, communications through social media, etc. You consent to the recording or monitoring of telephone calls and electronic communications between you and us. We will remind you of this before each call only as required by law. Additionally, to the extent permitted by applicable law, we may create and use a digital biometric recording and representation of your voice or other biometrics such as how you hold your phone or walk with your phone for authentication of your accounts, in an effort to reduce fraud on your account. If you authorize someone such as an attorney to do business with us on your behalf, you will be responsible for obtaining their permission to allow us to record their communications with us.

### **Consent to Autodialed and Prerecorded Phone Calls and Text Messages, Consent to Fraud Alert Text Messages and Email Communications, Consent to Geo-Location Based Fraud Prevention and Consent to Voice Biometrics, other Biometrics and Video Recordings of all interactions with our website or other video recordings of any kind.**

You understand and agree that, by this Agreement and to the fullest extent permissible under applicable law, you are providing your express consent for the Bank and any of our third-party service providers to call you, to send text messages to you, or both at any phone number (including any mobile phone number) you provide to us or any of our third-party service providers using auto-dialed phone calls or otherwise phone calls placed through an automatic telephone dialing system, or through prerecorded phone calls, or both for any or all of the following reasons: (i) transactional purposes; (ii) informational purposes; (iii) to provide account alerts; (iv) to provide servicing information; (v) fraud prevention purposes; and (vi) any other purposes provided for this Agreement or in any other applicable Bank agreements, including, but not limited to, the PlainsCapital Bank Privacy Notice. If you change any phone number you have provided to us or



to any of our third-party service providers for any reason, you agree to immediately notify the Bank to ensure that the above communications are not interrupted or inadvertently delivered to another recipient who may be reassigned to your prior phone number. You may change your phone number by calling PlainsCapital Bank Customer Service at (866) 762-8392. We are committed to providing you with fraud protection services and tools. The capability and availability of these services and tools are constantly evolving with developments in and access to new technology. We may in the future utilize or offer certain geo-location fraud prevention services. By entering into this Agreement, you understand, agree, and expressly consent to our use of your unique mobile device ID and IP address for your laptop or desktop computer, your device's location services, and any security tokens or cookies that we may place on such mobile or other devices, in order to monitor transaction location and activity for our fraud prevention purposes. To the fullest extent permissible under applicable law, you also expressly authorize us to record data about how you hold your phone or other devices or walk with those devices for our purpose in attempting to reduce or prevent fraud on your accounts.

### **Customer Authentication Requirements**

You may contact us by telephone to request account maintenance, updates and/or account transactions be performed on your account. Maintenance and/or transactions will only be processed if we are able to authenticate your identity. We will take the appropriate measures to authenticate your identity.

### **Consumer Reports**

You authorize us to request and obtain one or more reports about you periodically from organizations such as consumer reporting agencies, check reporting services and other credit reporting entities for purposes of considering your account or loan application(s), reviewing and collecting on any of your accounts or for other permissible business purposes, and to provide them information about your accounts.

### **Credit Bureaus**

We may report information about your account to credit bureaus and credit reporting agencies. You understand that late payments, missing payments, and any other form of default on your account may be reflected in your credit reports. You agree to promptly notify us if you believe that we have reported any inaccurate information about you or your account, so that we may address your concern and correct any erroneous reporting. To notify us, submit the required information listed below in writing to us at:

PlainsCapital Bank, Note Department  
– Dispute Notice, P.O. Box 93600, Lubbock, TX 79493-3600.

- Name, address, telephone number;
- Information regarding the account under dispute; and
- The nature of the dispute and sufficient supporting documentation required by the Bank to substantiate the basis of the dispute.

Although we require that such notice be in writing, you may also call us to discuss your concern at 1-866-762-8392 (Customer Service).

### **Cash Bonus**

A cash bonus in excess of \$9.99 will be reported on a 1099-INT Form as Interest Income.

### **Other Services**

If you want services from us that are not covered by this Agreement, you understand and agree that you may be required to sign or otherwise agree to an agreement with us for those

services.

## **Safe Deposit**

We will mail you a Safe Deposit Box Billing Notice ten (10) days prior to your annual rental payment due date. If you do not pay your safe deposit box rent within nine (9) months after the due date, your box rent is delinquent. If your box rent is delinquent for at least six (6) months, at our option, we may send notice to you that we will drill your Safe Deposit Box and remove its contents if the delinquent rent is not paid within sixty (60) days after the date such notice is sent. If the delinquent rent is not paid within such 60-day period, we may drill your Safe Deposit Box and remove its contents in accordance with the Texas Finance Code. At such time, your box will be officially closed. The box contents will be inventoried pursuant to the Texas Unclaimed Property Division's written instructions and stored at our Bank under dual control access. In order to claim the contents, you must pay the delinquent rent and fees; pay the drilling expenses; provide valid identification; and sign the inventory sheet.

## **Additional Terms for Time Deposit Accounts**

We may refer to a Time Deposit account as a "Certificate of Deposit" or a "CD". Time Deposit accounts include deposits which are payable, either on a specified date or at the expiration of a specified time, not less than seven (7) calendar days after the date of deposit. Time Deposit accounts require a minimum balance of \$1,000. If your Time Deposit balance falls below the minimum balance of \$1,000 we may close the Time Deposit account. You agree to keep your funds on deposit until the maturity date. You may make withdrawals from your Time Deposit account on the maturity date or within the grace period after the maturity date without penalty. Your Time Deposit account will mature at the end of the term stated on your Certificate of Deposit, Time Deposit, receipt of Time Deposit, or Truth in Savings Disclosure, as applicable. If you make a withdrawal of all or part of the funds prior to the maturity date, early withdrawal penalties may apply as discussed below.

## **Presentment of Time Certificate of Deposit**

You are not required to present your Certificate of Deposit, Time Deposit or Receipt of Time Deposit to withdraw funds from your Time Deposit account. You will comply with our withdrawal procedures which includes signing a Time Deposit Withdrawal Agreement.

## **Date of Issue**

The date of issue will be the day that you opened your account.

## **Interest Calculation, Accrual and Payment**

We use the daily collected balance method to calculate interest. Interest is calculated at the annual rate and in the manner specified in the applicable Schedule using a 365-day- year (366 days in a leap year). The daily collected balance method applies a daily periodic rate to the collected balance each day. If you deposit a non-cash item, such as a check, interest begins to accrue no later than the business day we receive credit for its deposit. This may not be the same day that you deposit the non-cash item to your account.

If you elected a payment of interest other than a credit to your Time Deposit account, we may, at our sole discretion, terminate it in favor of crediting your Time Deposit account.

Ordinarily, we exercise such discretion when an interest payment is returned undelivered because the account to which your interest payments are automatically credited is closed.

## **Renewals**

If noted in the Truth in Savings disclosure or Signature Card that your Time Deposit account is automatically renewing, we will renew the Time Deposit at each maturity date for the same term. The interest rate will be the one we offer on that renewal date for deposits of the same term and amount. You will have a grace period of ten (10) days after renewal in which you may withdraw funds without penalty. We can decline to renew at any renewal date by notifying you beforehand.

## **Early Withdrawal Penalty**

We do not have to permit early withdrawals. For each one, we can charge a penalty calculated as follows: for Time Deposit accounts with a maturity date of seven (7) days or less, seven days interest on the amount withdrawn; for Time Deposit accounts with a maturity date of eight (8) days to three hundred sixty-four (364) days, thirty (30) days interest on the amount withdrawn; for Time Deposit accounts three hundred sixty-five (365) days and over, ninety (90) days interest on the amount withdrawn. If there is enough accrued interest to cover the penalty, we deduct the penalty from the accrued interest. If not, we deduct the remainder of the penalty from principal. If a variable-rate account, we calculate the penalty using the interest rate applicable at withdrawal.

If an Individual Retirement Account, the early withdrawal penalty will be added to any penalty imposed under the Individual Retirement Account (IRA) Disclosure Statement. You understand the law requires us to charge at least seven (7) days simple interest on any amount withdrawn (a) within the first six (6) days after the account is opened, or (b) within six (6) days after a partial early withdrawal.

## **Exceptions to Early Withdrawal Penalty**

We may permit you to withdraw funds prior to maturity without incurring an early withdrawal penalty under the following circumstances:

- The death or judicial determination of incompetence of a Time Deposit account owner
- The disability of a Time Deposit account owner
- The re-titling of a Time Deposit account due to transfer of ownership into a living trust held within the Bank
- Capitalized (not accrued) interest withdrawals
- And, for the following reasons, if the time deposit is an IRA
- A partial withdrawal, for certain living expenses, when the account holder is 59 ½ (or older)
- The withdrawal was made to a beneficiary or estate on account of the IRA owner's death
- The withdrawal was made on account of disability
- The withdrawal was made as part of a series of substantially equal periodic payments for your life (or life expectancy) or the joint lives (or joint life expectancies) of you and your designated beneficiary
- The withdrawal was for a qualified first-time homebuyer distribution
- The withdrawal was not in excess of your qualified higher education expenses
- The withdrawal was not in excess of certain medical insurance premiums paid while unemployed
- The withdrawal was not in excess of your unreimbursed medical expenses that are more than a certain percentage of your adjusted gross income
- The withdrawal was due to an IRS levy, or
- The withdrawal was a qualified reservist distribution

## **Delayed Availability of Funds**

Generally, the availability of funds deposited into Time Deposits and IRAs will follow the Funds Availability Disclosure within this Agreement. Due to fraud, decisions regarding a deposit hold are measured critically and consider your overall current banking relationship. We may place holds on any funds deposited into Time Deposits and IRAs without providing notice to you.

## **Identification**

Federal law, including the USA Patriot Act, requires us to obtain, verify and record information that identifies each customer who opens an account at our financial institution. When you apply for an account, we will ask for your legal name, address, date of birth and Taxpayer Identification Number (TIN). We may require one or more forms of valid photo identification. We may validate the information you provide to us to ensure we have a reasonable assurance of your identity. We may contact you for additional information. If your account is funded before we verify your information, you may not have access to the funds. If we are not able to verify your identity to our satisfaction, we will not open your account or we may close the account if it was previously funded.

## **Severability**

If a court, arbitrator, or other decisional authority determines or finds any part or provision of this Agreement illegal, invalid or unenforceable, you understand and agree that such determination or finding shall not render the remainder of the Agreement illegal, invalid or unenforceable, and that the remainder will be enforced and, if reasonably feasible, the offending provision shall be modified to make it valid and enforceable. If it is not reasonably feasible to so modify the offending provision, then such provision shall be stricken and the remainder of the Agreement shall in all other respects remain valid and enforceable.

## **Headings**

Section headings within this Agreement are for convenience only and shall not affect the meaning of any terms or conditions of the Agreement.

## **Liability Limit and Statute of Limitations**

**TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER IN CONNECTION WITH YOUR ACCOUNT OR A SERVICE, IN NO EVENT OR CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES FOR ANY ACTION THAT WE TAKE OR FAIL TO TAKE IN REGARD TO YOUR ACCOUNT, REGARDLESS OF WHETHER THE ACTION OR CAUSE BROUGHT AGAINST US IS BASED ON CONTRACT, TORT OR OTHER DUTY IMPOSED AT LAW, OR WHETHER THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO EITHER PARTY.**

The foregoing limitation of liability will not apply where expressly prohibited by the laws governing your account, and is not intended to and will not avoid or limit your liability or responsibility for payment of attorneys' fees, costs and court costs or other costs or expenses for which you are liable or responsible under other provisions of this Agreement. If we do not process or complete a transaction in accordance with the terms of this Agreement, our maximum liability shall be the amount of the transaction.

You further understand and agree that, to the extent permitted by law and unless a different time period is stated in this Agreement, any action, claim, suit or proceeding for damages against the Bank, resulting in any respect from the Bank's acts or omissions in its performance under or non-performance with this Agreement, must be brought within two (2) years of the date of the Bank's alleged act or omission.

## **Force Majeure**

You understand and agree that we will not be deemed to be in default of any of our obligations under this Agreement, and will not be held responsible or liable for loss or damages or failure to complete a transaction or if our performance is delayed, hindered, or becomes impossible because of an event or circumstances beyond our control, such as any act of God or of any public enemy, hostilities, war, terrorism, riot, labor trouble, natural disaster, computer or server problem, loss of electric power, communications or transport problem, or any cause beyond our control.

## **Laws and Regulations**

We are subject to federal and state laws and regulations. You will not hold us liable for anything we do or decline to do based on a good faith belief that it is required by law or regulation. Some laws and regulations allow parties to contract out of their provisions and establish rules by contract. You understand and agree that whenever a term or provision of this Agreement conflicts with any applicable law, regulation or rule, the terms and provisions of this Agreement shall govern to the extent any such law, regulation or rule may be modified by agreement. You will abide by the rules of any clearinghouse or automated clearinghouse that handles any part of a transaction.

## **Indemnification**

In addition to our rights of indemnity set forth in other provisions of this Agreement, except to the extent that the Bank fails to exercise ordinary care or breaches this Agreement, you understand and agree that you will indemnify us against and hold us harmless from any and all losses, damages, liability, costs and expenses, including without limitation attorneys' fees and costs, that we incur because of your failure to abide by any of the terms of this Agreement, and from any and all costs and expenses (including without limitation attorneys' fees and costs) that we may incur as a result of any dispute or legal proceeding involving your account or the funds held in your account, irrespective of whether the person initiating any such dispute or legal proceeding is a depositor, co-owner, a third party, or a governmental agent or agency.

## **No Waiver**

Failure to insist upon your strict performance of any obligation under this Agreement will not create any duty on our part to continue to do so, and our failure to exercise any right will not waive that right or any other right. You will not claim that we waived our right to insist on proper performance, or to exercise or enforce any of our rights in the future. To be effective, any waiver of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

## **Rights are Cumulative**

You agree that our rights under this Agreement are cumulative, not exclusive, and that we may exercise any of them without giving up the right to exercise others.

## **Account Closing**

Either you or we may close your account at any time with or without cause. If we close your account we will send you written notice by mail to your statement mailing address on the date that we close the account, except that if we reasonably believe that closing the account will prevent loss to us, or that you have violated this Agreement or abused your account relationship with

us, we may provide notice of the account closure by mail or by electronic transmission on the business day of the closure or, if closure occurs on a Saturday, Sunday or federal holiday, on the next business day.

You may close your account by notifying us in writing. You understand and agree that, absent your written request, we have no obligation to close your account on your behalf. You further understand and agree that you must pay any fees and costs incurred prior to the closing of your account and any fees and costs incurred in relation to closing the account, as well as any outstanding items and obligations. Our rights and your obligations survive any closing of the account or cancellation of this Agreement. After your account is closed, we will have no obligation to pay any outstanding items or to accept any deposit to the account. You will not claim we wrongfully dishonored any items we return unpaid on or after the day the account was closed, and you agree to hold us harmless for any check or other item drawn on or otherwise presented for payment against a closed account.

## **Setoff**

To the fullest extent permitted by law including, without limitation, the Texas Finance Code, the Texas Business and Commerce Code, and Texas common law, you grant us the right to apply or set off the funds in any of your accounts, whether held individually or jointly, up to and including your account balance(s) to or for payment of any debt that you or any owner of the account(s) owes us, whether jointly or individually, without prior notice to you, including, without limitation, direct obligations such as promissory notes and agreements (including this one), and indirect or contingent obligations such as guarantees, assigned debt, endorsements, garnishments, levies or attachments, and/or any fees or service charges owed to us, and you expressly grant us a security interest in all of your accounts to secure any and all such debts, as they may arise. You expressly agree that, to the fullest extent permitted by law, this right of setoff also applies to any federal or state benefits payments, including without limitation Social Security benefits payments, deposited or transferred into your account, and that you may change your deposit instructions to the payor at any time if you wish to avoid having your benefits payments so applied. If your account is a multiple- party or joint account, you understand and agree that each of the account owners or signatories authorizes us to exercise this right of setoff against each and every account of each of the account owners or signatories. Our right of setoff does not apply to your account if it is an IRA Keogh plan or other tax- deferred retirement account, a Health Savings Account, or certain trust accounts, and we may not exercise the right of setoff against your account for liability arising from a home equity loan secured by a Texas Homestead Property.

## **Disputed Authority; Conflicting Claims**

If we are presented with, become subject to, or have reasonable grounds to anticipate conflicting claims or demands, rival claims or demands, a controversy concerning or competing claims or demands to an account or funds held in an account, or if we have any reason to believe there is a dispute over signatory authority or the authorized signers to your account, including, without limitation, with respect to ownership or control of the account, then, whether or not the person making such claim or demand is a depositor, co-owner or a third party claiming an interest in your account or funds, and / or if the Bank believes that a conflict exists between or among the signatories on your account, we may, in our sole discretion and without any liability to you, take one or more of the following actions:

- Continue to rely on our records to determine the ownership of or the identity of the authorized signer(s) for your account;

- Honor the claim or demand upon receipt of evidence satisfactory to the Bank, in our sole discretion, to justify such claim or demand;
- Place a hold on (or “freeze”) some or all of the account, including without limitation a credits-only hold, until the claim, dispute or controversy is resolved to our sole satisfaction;
- Require written agreement by and signatures of all existing signatories on the account for approval of any requested transaction(s) on the account, and pay only such approved transactions until the dispute, controversy or conflicting claim is resolved to our sole satisfaction;
- Close your account and send a check for the available balance in your account payable to you at the statement address for your account, or payable jointly to you and to each claimant; or
- Pay some or all of the account balance into an appropriate court or an arbitration authority in an interpleader or other action to determine ownership or control of the account and/or funds held in the account, or otherwise to obtain a judicial resolution of the dispute.

You understand and agree that we do not have any duty to determine if any such dispute, or conflicting, rival or competing claim or demand, has merit before taking further action. You will not claim that we wrongfully dishonored or refused to pay any items presented to us or requested to be paid after we hold or freeze some or all of the account balance, or while such a dispute or action is pending. You further agree that you will be responsible and liable to us for any and all loss, costs and expenses (including without limitation attorneys’ fees and costs) that we may incur as a result of any such dispute, controversy, conflicting, rival or competing claim or demand or legal proceeding involving your account or the funds held in your account, and that we may either deduct and retain any and all such costs and expenses from your account(s) involved in any such dispute or controversy without prior notice to you, or bill you separately, in our sole discretion. Your responsibility and liability to us for any and all such loss, costs and expenses includes, without limitation, disputes between you and us involving your account and situations where we are presented with a dispute between authorized signers, joint owners, or a third party asserting an interest in your account or funds held in your account.

## **Freezing Your Account**

In addition to the reasons discussed in the “Disputed Authority; Conflicting Claims” section of this Agreement, when irregular, unauthorized or unlawful activities are suspected with your account, we may place a hold on (or “freeze”) the balance in your account and in other accounts you maintain with us, in our sole discretion, without any liability to you, pending our investigation of any such suspected activities. We will give notice if a hold is placed on the balance in your account if and as required by applicable law. We may also block suspected illegal transactions.

## **Standard of Care**

The Bank will meet its standard of care for your account by exercising ordinary care in the transaction at issue. Except to the extent modified herein or otherwise in this Agreement, “ordinary care” has the definition set forth in Chapter 3 of the Texas Business and Commerce Code. When the Bank takes an item for processing for collection or payment by automated means, “ordinary care” does not require the Bank to examine the item. You understand that we have adopted commercially reasonable automated processing procedures for the processing of items for collection and payment to assist in processing the largest volume of items at reduced cost to our customers, and that we have no duty to

visually inspect signatures. You also understand and agree that we have no duty to review endorsements on items presented to us for payment by depository or collecting banks (as those terms are defined in Chapter 4 of the Texas Business and Commerce Code) or other third parties who make a presentment warranty to us. While we have no duty to review endorsements on such items, we may, in our sole discretion, refuse to pay or accept any item for deposit or collection unless we are able to verify to our satisfaction that all of the necessary endorsements are present on the item. We also may, in our sole discretion, refuse to pay or accept any item presented to us by other means unless we are able to verify to our satisfaction that all of the necessary endorsements are present on the item. For example, we may require that all endorser be present at the time that an item is presented to us for payment or accepted for deposit or collection.

In all other cases except to the extent modified by this Agreement, “ordinary care” requires only that the Bank follow commercial standards that do not vary unreasonably from the general standards followed by similarly situated banks in the area in which the Bank is located. The Bank’s policies and procedures are general internal guidelines for the Bank’s use and do not impose on us or in any way establish a higher standard of care for the Bank than is otherwise established by the laws governing your account. A mere clerical error or an honest mistake will not be considered a failure of the Bank to perform any of its obligations.

## **Legal Process**

If you or any owner or signatory is ever involved in a legal proceeding, such as a divorce, garnishment, levy or attachment, we shall be entitled to rely and act upon any legal process served upon us that we believe in good faith to be effective or binding, and you will not hold us responsible for any loss or damages you suffer from our actions in good faith reliance on any order or other legal process. The entire balance or a portion of the balance in an account may be subject to a hold or frozen, or subject to such encumbrances as among others, garnishments, levies or attachments. Your use of your account may be restricted, without liability to you. If a bankruptcy or similar proceeding is filed by or against any owner or signatory, we can place a hold on part or all of the account balance while we seek to have the automatic stay lifted.

## **Expenses**

In addition to expenses covered in other provisions of this Agreement, you agree to pay any expenses we incur in good faith related to this Agreement, such as fees on items sent for collection, foreign exchange charges and un-reimbursed research and copying fees incurred when a third party requires records about your account or our relationship. You agree to pay any and all attorneys’ fees and court costs we incur in good faith due to concerns about the account, whether or not litigation has been filed, and through the trial and all appeals. You also agree to pay any expense that we incur, including without limitation attorneys’ fees, in response to any subpoena, writ, government agency or judicial order, search warrant, or other order to which we may be required to respond regarding your account or your relationship with us.

## **No Assignment**

You understand and agree that neither the account nor your rights under this Agreement can be assigned without our written permission. You further understand and agree that you may not pledge the account without our written permission, and that any pledge to which we agree shall remain subject to our rights under this Agreement and at law. Your successors and assignees are bound by this Agreement.



## **Governing Law, Jurisdiction and Venue**

The laws of the State of Texas shall govern this Agreement, and all disputes that arise out of or from or are related to your account. Additionally, certain federal regulations and national and/or local clearing house rules may apply. You understand and agree that the courts of the State of Texas shall have jurisdiction of any dispute in connection with this Agreement or your account. You agree that venue will be proper in the courts in the county and city of our office in Texas where you signed the Signature Card(s) for your account(s), or, if you signed your Signature Card(s) outside the State of Texas, in the courts in the county and city of our office in Texas to which your Signature Card(s) was or were sent or otherwise delivered. You further agree that in any dispute concerning an item or items paid by us or deposited in your account(s) in a Texas county different than the county where you signed the Signature Card(s) for your account(s), in our sole discretion venue will be proper in the county where the item(s) was or were paid or deposited.

## **Waiver of Jury Trial**

**THIS PROVISION LIMITS YOUR RIGHTS TO A JURY TRIAL. YOU SHOULD REVIEW THIS SECTION CAREFULLY. TO THE FULLEST EXTENT PERMITTED UNDER THE LAW OF THE STATE OF TEXAS, YOU KNOWINGLY AND VOLUNTARILY, IRREVOCABLY, AND UNCONDITIONALLY AGREE TO WAIVE YOUR RIGHT TO A TRIAL BY JURY OF EACH AND EVERY ISSUE, CLAIM, COUNTERCLAIM, ACTION, CAUSE OR DISPUTE WITH US ARISING, IN WHOLE OR IN PART, FROM OR IN ANY WAY RELATING TO YOUR ACCOUNT(S) OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY ADDENDA, SCHEDULES OR APPENDICES ATTACHED TO THIS AGREEMENT.**

**SUBJECT ONLY TO THE RIGHT OF ARBITRATION SET FORTH IN THE ARBITRATION SECTION OF THIS AGREEMENT, ANY AND ALL SUCH DISPUTES MAY BE TRIED BEFORE A JUDGE ONLY. TO THE FULLEST EXTENT PERMITTED UNDER THE LAWS OF THE STATE OF TEXAS, THIS WAIVER OF RIGHT TO TRIAL BY JURY IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH AND EVERY INSTANCE AND ISSUE AS TO WHICH THE RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE.**

## **Arbitration**

**YOU UNDERSTAND AND AGREE THAT TRANSACTIONS PROCESSED IN, THROUGH, OR TO YOUR ACCOUNT OR PURSUANT TO THIS AGREEMENT INVOLVE "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT (THE "FAA"). PLEASE REVIEW THIS PROVISION CAREFULLY. IF YOU HAVE A DISPUTE WITH US, WE PREFER AND HOPE THAT THE DISPUTE MAY BE RESOLVED BY AGREEMENT AND IN A TIMELY MANNER. WE BELIEVE THAT ARBITRATION MAY BE A BENEFICIAL MEANS TO RESOLVE THE DISPUTES WHEN AGREEMENT MAY NOT BE QUICKLY OBTAINABLE, AS A MEANS TO OBTAIN A LEGALLY BINDING DECISION IN A COST-EFFECTIVE MANNER OUTSIDE OF THE JUDICIAL PROCESS OF COURT PROCEEDINGS. ACCORDINGLY, EITHER YOU OR WE MAY, WITHOUT THE OTHER'S CONSENT, ELECT TO SEEK BINDING ARBITRATION OF ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO YOUR ACCOUNT (INCLUDING WITHOUT LIMITATION ANY APPLICATION FOR OR APPROVAL OF YOUR ACCOUNT) OR THIS AGREEMENT (THE "CLAIM" OR "CLAIMS") EXCEPT AS OTHERWISE STATED HEREIN, BY WRITTEN REQUEST TO THE OTHER, PROVIDED THAT THE PARTY SEEKING ARBITRATION HAS NOT SUBSTANTIALLY INVOKED THE JUDICIAL PROCESS WITH RESPECT TO ANY SUCH CLAIM TO THE DETRIMENT OR PREJUDICE OF THE OTHER PARTY. IF SO ELECTED, ARBITRATION REPLACES THE RIGHT TO GO TO**

COURT. ALL SUCH CLAIMS ARE SUBJECT TO ARBITRATION REGARDLESS OF THE THEORY THEY ARE BASED ON OR THE REMEDY SOUGHT, WITH THE EXCEPTION OF INTERPLEADER AND OUR RIGHTS SET FORTH IN THE "DISPUTED AUTHORITY; CONFLICTING CLAIMS" AND "FREEZING YOUR ACCOUNT" SECTIONS OF THIS AGREEMENT, AND ANY CLAIM THAT IS WITHIN THE JURISDICTIONAL LIMITS OF AND IS FILED IN A SMALL CLAIMS COURT, AND PROCEEDS ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT IF EITHER PARTY TO THIS AGREEMENT REFUSES TO COMPLY WITH A TIMELY AND LAWFUL REQUEST PURSUANT TO THIS AGREEMENT TO SUBMIT TO ARBITRATION, THE OTHER PARTY SHALL BE RESPONSIBLE FOR ALL COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS, INCURRED BY THE PARTY REQUESTING ARBITRATION IN SUCCESSFULLY COMPELLING ARBITRATION. EXCEPT AS OTHERWISE MODIFIED HEREIN, THE ARBITRATION WILL BE CONDUCTED AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS CONSUMER ARBITRATION RULES, INCLUDING THE CONSUMER DUE PROCESS PROTOCOL, IF APPLICABLE, AND THE FAA (TITLE 9 OF THE UNITED STATES CODE). THIS AGREEMENT WILL CONTROL AND GOVERN AND CONFLICTS BETWEEN THE AAA CONSUMER ARBITRATION RULES AND THIS AGREEMENT. JUDGMENT ON ANY AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY RULE TO THE CONTRARY, THE ARBITRATION WILL BE CONDUCTED AND WILL PROCEED ONLY AS AN INDIVIDUAL ACTION; THE ARBITRATOR(S) SHALL HAVE NO POWER OR AUTHORITY TO ARBITRATE ANY CLAIM ON A CLASS-WIDE OR REPRESENTATIVE BASIS, OR TO CONSOLIDATE CLAIMS OR OTHER ACTIONS OR CAUSES ASSERTED BY DIFFERENT CLAIMANTS OR COUNTER-CLAIMANTS, WHETHER PRIVATE OR PUBLIC, OR TO AWARD ANY RELIEF ON A CLASS-WIDE OR REPRESENTATIVE BASIS. THIS ARBITRATION PROVISION EXPRESSLY APPLIES TO AND COVERS ANY CLAIM OR OTHER CAUSE OR ACTION BROUGHT OR MADE AND ANY REMEDIES SOUGHT AS PART OF ANY CLASS ACTION PROCEEDING OR REPRESENTATIVE ACTION (WHETHER BY PRIVATE ATTORNEY GENERAL OR OTHERWISE). THEREFORE, ANY CLAIM BETWEEN YOU AND US THAT IS RAISED OR OTHERWISE INCLUDED IN ANY CLASS ACTION LAWSUIT OR REPRESENTATIVE ACTION IS AND WILL BE SUBJECT TO AN INDIVIDUAL ARBITRATION CLAIM PURSUANT TO THIS ARBITRATION PROVISION SHOULD EITHER YOU OR WE SO ELECT.

THE ARBITRATION AND ARBITRATION HEARINGS WILL BE HELD IN AND TAKE PLACE IN THE TEXAS CITY CLOSEST TO YOUR PERMANENT RESIDENCE OR, IF YOUR PERMANENT RESIDENCE IS LOCATED OUTSIDE THE STATE OF TEXAS, IN DALLAS, TEXAS. FOR CLAIMS OF MONETARY DAMAGES TOTALING \$100,000.00 OR MORE, EXCLUSIVE OF ATTORNEYS' FEES AND COSTS, THE ARBITRATION SHALL BE CONDUCTED BEFORE A PANEL OF THREE (3) ARBITRATORS, SELECTED AND APPOINTED AS FOLLOWS. WE AND YOU SHALL EACH APPOINT ONE (1) ARBITRATOR, AND THE THIRD ARBITRATOR WILL BE APPOINTED BY MUTUAL AGREEMENT OF THE PARTIES. TO BE ELIGIBLE FOR SELECTION AND APPOINTMENT, EACH OF SUCH THREE (3) ARBITRATORS MUST BE LISTED BY AAA ON ITS NATIONAL ROSTER OF ARBITRATORS AS OF THE TIME OF SELECTION AND APPOINTMENT. IF THE PARTIES ARE UNABLE TO REACH AGREEMENT ON THE APPOINTMENT OF THE THIRD ARBITRATOR WITHIN A REASONABLE PERIOD OF TIME, OUR AND YOUR APPOINTED ARBITRATORS SHALL JOINTLY SELECT THE THIRD ARBITRATOR FOR THE PANEL, PROVIDED THAT SUCH

ARBITRATOR ALSO MUST BE LISTED BY AAA ON ITS NATIONAL ROSTER OF ARBITRATORS AS OF THE TIME OF SELECTION. FOR CLAIMS OF MONETARY DAMAGES TOTALING LESS THAN \$100,000.00 OR FOR INJUNCTIVE OR OTHER NON-MONETARY RELIEF, THE ARBITRATION SHALL BE CONDUCTED BY ONE (1) ARBITRATOR, SELECTED BY THE AAA PURSUANT TO ITS CONSUMER ARBITRATION RULES. YOU UNDERSTAND AND AGREE THAT NO COURT OR OTHER JUDICIAL BODY WILL HAVE ANY AUTHORITY TO APPOINT AN ARBITRATOR, OR OTHERWISE TO DETERMINE WHETHER OR NOT ANY ARBITRATOR MAY BE SELECTED OR APPOINTED. THE ARBITRATOR(S) WILL CONSIDER AND APPLY APPLICABLE SUBSTANTIVE LAW, INCLUDING WITHOUT LIMITATION THE APPLICABLE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE STATUTE OF LIMITATIONS OR STATUTE OF REPOSE, INCLUDING WITHOUT LIMITATION ANY STATUTE OF LIMITATIONS OR STATUTE OF REPOSE SET FORTH IN THIS AGREEMENT AND/OR CONTRACTUAL CONDITION PRECEDENT, AND WILL HONOR ALL CLAIMS OF PRIVILEGE RECOGNIZED UNDER TEXAS LAW. EITHER YOU OR WE MAY FILE A MOTION FOR DISPOSITIVE RELIEF OR FOR SUMMARY JUDGMENT IN THE ARBITRATION, SEEKING DISPOSITIVE OR SUMMARY JUDGMENT, IN WHOLE OR IN PART, IDENTIFYING EACH CLAIM OR DEFENSE ON WHICH DISPOSITIVE RELIEF OR SUMMARY JUDGMENT IS SOUGHT. THE MOTION MAY BE SUPPORTED BY AFFIDAVIT(S) OR DECLARATION(S) MADE ON PERSONAL KNOWLEDGE, INCLUDING IN THE CAPACITY OF A RECORDS CUSTODIAN, AND SHOWING THAT THE AFFIANT OR DECLARANT IS COMPETENT TO TESTIFY ON THE MATTERS STATED. THE ARBITRATOR(S) SHALL GIVE FULL CONSIDERATION TO ANY SUCH MOTION, SHALL BE BOUND TO APPLY APPLICABLE LAW, AND SHALL GRANT DISPOSITIVE RELIEF OR SUMMARY JUDGMENT IF THE MOVANT SHOWS THAT THERE IS NO GENUINE DISPUTE AS TO ANY MATERIAL FACT AND THE MOVANT IS ENTITLED TO JUDGMENT UNDER APPLICABLE LAW. THE ARBITRATOR(S) SHALL HAVE NO AUTHORITY TO AWARD OR GRANT CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES NOT MEASURED BY THE PREVAILING PARTY'S ACTUAL DAMAGES. THE ARBITRATOR'S OR ARBITRATION PANEL'S DECISION SHALL BE EXPRESSED IN A WRITTEN ARBITRATION AWARD SUPPORTED BY ANY FINDINGS MADE BY THE ARBITRATORS, WILL BE FINAL AND BINDING ON THE PARTIES, AND A JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION. YOU UNDERSTAND AND AGREE, HOWEVER, THAT THE ARBITRATORS' DECISION AND FINDINGS, AND ALL ARBITRATION SUBMISSIONS AND PROCEEDINGS SHALL REMAIN CONFIDENTIAL BETWEEN YOU AND PLAINSCAPITAL BANK, EXCEPT TO THE EXTENT NECESSARY TO OBTAIN JUDICIAL REVIEW OR CONFIRMATION, FOR TAX OR ACCOUNTING PURPOSES, OR AS OTHERWISE REQUIRED BY LAW.

## **SUBSTITUTE CHECKS (CHECK 21)**

The Check Clearing for the 21st Century Act (commonly referred to as "Check 21") and regulations established by the Federal Reserve Board pursuant to that Act require that we provide the following disclosure entitled "Substitute Checks and Your Rights." A substitute check is the legal equivalent of an original check.

## **Substitute Checks and Your Rights**

### **What is a Substitute Check?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of

the front and back of the original check. The front of the substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or electronic debits to your account. However, you have rights under other law with respect to those transactions.

**For Customers: What are your rights regarding substitute checks?**

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

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

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

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us in writing at PlainsCapital Bank, Attn: Research Department, 5010 University Avenue, Lubbock, TX 79413.

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

Your claim must include:

- A description of why you have suffered a loss (for example, you think the charge to your account is incorrect);
- An estimate of the amount of your loss due to the substitute check, including any fees charged and interest you may have lost;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss, and include why you believe the original or a better version of the substitute check is needed to determine whether the substitute check should have been deducted from your account; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check and the amount of the check.

## FUNDS AVAILABILITY DISCLOSURE

### Your Ability to Withdraw Funds

Our policy is to make funds from your cash and check deposits available to you on the first (1st) 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.

### When Your Deposit Is Received:

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

### Deposits made with a teller at a branch location:

If you make a deposit with a teller at one of our branches before close of business on a business day we are open, we will consider that to be the day of your deposit. However, if you make a deposit after close of business on a business day we are open, or on a non-business day we are open (i.e., Saturdays, Sundays, Federal Holidays), we will consider the deposit to have been made on the next business day we are open.

- Please note, some of our branches have a different closing time. Contact the branch where you transact business to verify the closing time. We may change our closing times whenever we determine it to be a necessary business decision.

### Deposits and Transfers made through a PlainsCapital Bank ATM: Self-Service Deposits

- Deposits made through a PlainsCapital Bank ATM prior to 7:00 p.m. Central Time on a Business Day will post to the account the same day.
- Deposits made through a PlainsCapital Bank ATM after 7:00p.m. Central Time on a Business Day will post to the account the next Business Day.

#### Self-Service Transfers

- Transfers made through a PlainsCapital Bank ATM prior to 6:00 p.m. Central Time on a Business Day will post to the account the same day.
- Transfers made through a PlainsCapital Bank ATM after 6:00 p.m. Central Time on a Business Day will post to the account the next Business Day.

#### Teller-Assisted Deposits

- Deposits and transfers made via a virtual teller (assisted transaction) through a PlainsCapital Bank ATM prior to 7:00 p.m. Central Time on a Business Day will post to the account the same day.
- Deposits and transfers made via a virtual teller (assisted transaction) through a PlainsCapital Bank ATM after 7:00 p.m. Central Time on a Business Day will post to the account the next Business Day.

### Deposits made through (placed in) a Night Depository at a branch location:

If you make a deposit through (placed in) a night depository at a PlainsCapital Bank branch location, we remove deposits from the night depository no later than the next business day. Your deposit is considered received when we remove the deposit from the night depository.

- It is possible that branches in some locations may be closed on business days because of an emergency. Deposits made through a night depository when the branch is closed will be considered received on the next business day when the branch is open.

**Deposits made by mail:**

If you mail your deposit to a PlainsCapital Bank branch, your deposit will be considered received on the date the deposit is received by the location.

**Longer Delays May Apply**

If we are not going to make all of the funds from your deposit available on the first (1st) 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 end of the 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.

**Case-by-Case Hold**

In some cases, we will not make all of the funds that you deposit by check available to you on the first (1st) business day after the day of your deposit. Depending on the type of check that you deposit, your funds may not be available until the second (2nd) business day after the day of your deposit. The first \$275 of your deposits, however, may be available on the first (1st) business day.

**Exception Hold**

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of computer or communications equipment.

We 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. The funds will generally be available no later than the seventh (7th) business day after the day of your deposit.

**Special Rules for New Accounts**

If you are a new customer, the following special rules will apply during the first thirty (30) days your account is open. Funds from deposits of cash, wire transfer and electronic direct deposits to your account will be available on the day we receive the deposit. The first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, federal, state and local government checks and United States Postal Service (USPS) money orders will be available on the first (1st) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725 will be available on the ninth (9th) business day after the day of your deposit.

If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second (2nd) business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth (9th) business day after the day of your deposit.

**Holds on Other Funds (Check Cashing)**

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

**Holds on Other Funds (Other Account)**

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

**Deposits made through mobile banking or remote deposit capture**

If you make a deposit using the PlainsCapital Bank mobile application or other remote deposit capture device, then you agree that, to the fullest extent permissible under applicable law, items deposited are not covered by the funds availability requirements of the Federal Reserve Board's Regulation CC ("Regulation CC"), and, we may delay availability of funds from these deposits at our discretion.

Decisions regarding a deposit hold are measured critically and consider current banking relationships including account tenure, account in good standing, regularity of mobile deposits, average deposit amount, and other relevant factors. We are not required to and may not send you notice of a hold on such deposits as in these instances. Refer to the Mobile Deposit User Agreement for information regarding use of mobile deposit services and/or other mobile remote deposit services. This Agreement is incorporated by reference and made a part of the Mobile Deposit User Agreement, and in the event of conflict or discrepancy between this Agreement and the terms of the Mobile Deposit User Agreement with respect to the subject matter of that agreement, the terms of the Mobile Deposit User Agreement will control and take precedence.

**Deposits made to Other Account Types**

Items deposited to accounts other than regular checking accounts are not covered by the Funds Availability Disclosure within this Agreement, or the funds availability requirements of the Federal Reserve Board's Regulation CC ("Regulation CC"). Other account types include savings accounts, money-market accounts, time deposits, and individual retirement accounts. Generally, deposits made to these types of accounts will follow the Funds Availability Disclosure within this agreement, but decisions are measured critically considering current banking relationships, account tenure, account in good standing, regularity of mobile deposits, and average deposit amount. The Bank is not required by regulation to send you a notification of a hold in these instances.

**SUGGESTED FRAUD PROTECTION MEASURES;  
UNAUTHORIZED ITEMS**

You should be aware of and acknowledge the ongoing risk of losses resulting from unauthorized items. We have tools and security procedures in place to ensure the integrity of our internal procedures with respect to your account and items drawn on your account or deposited to it. It is important for you to do your part to help prevent fraud with respect to your account and protect your assets.

You are in the best position to discover and report any discrepancies including unauthorized debits to your account. As described in the Accounts Statements section above, you agree to promptly review your account statements on receipt and, except as otherwise expressly stated in this Agreement or unless a longer period of time is required by statute or regulation and may not be modified by agreement, notify us of any Error or Unauthorized Endorsement, as defined in the Account Statements section,

within the time periods specified in the Account Statements section. See the Account Statements section above. You agree to provide in writing (complete Fraud Affidavit) all relevant facts, including a description of any Unauthorized Endorsement or Error, as defined in the Account Statements section, and to assist in identifying any suspected wrongdoer. If the same wrongdoer is conducting fraud on your account, the thirty (30) day notification requirement applies to the first statement identifying fraud by the suspected wrongdoer. If error(s) (fraudulent items) are not reported during this notification required time period you shall not have and will not bring any claim against us in relation to such items.

You agree to safeguard your blank checks and take reasonable steps to prevent their unauthorized use. You agree to notify us immediately if it appears that any blank checks are missing or otherwise unaccounted for, or if you become aware of the use of counterfeit checks purportedly drawn on your account. Further, to the extent that we have exercised ordinary care in paying or taking the checks, you agree to accept responsibility for any failure to safeguard your bank checks. You also agree to make a report to the police if requested and to provide us with a copy of the report. We will have a reasonable period of time to investigate the circumstances surrounding any claimed loss. During our investigation we will have no obligation to provisionally credit your account, unless otherwise required by law (e.g. in connection with certain consumer electronic fund transfer transactions).

To assist you with fraud protection measures we recommend that you act diligently to:

- Use caution if you receive any email requesting a wire or ACH transfer from your account, even if the request appears to be from someone you know. You should always verbally verify the request with the sender of the email prior to conducting the transaction. There are several fraud scams where emails are hacked and fraudulent request are made. Once the transaction is conducted the chance of recovering the funds is very limited. For more information on this fraud please go to our website.
- Withhold your account and personal identifying information from all solicitors, even if they claim to be Bank representatives. This includes withholding account numbers, personal identification numbers (PINs), IDs and passwords, Social Security numbers or driver's license numbers. Do not provide this information via email even if the email claims to be from the bank.
- Order checks with special security features. We offer tamper-resistant checks, or you can check to see if your vendor offers them as well.
- Avoid printing your driver's license or Social Security number on your checks.
- Never give anyone a pre-signed and/or blank check or give others permission to sign your name on checks.
- Call us if you do not receive your check order, ATM or debit card within the allotted time.
- Store all account information including statements and blank and cancelled check copies in a secure place.
- Notify us immediately if any check or card is lost or stolen.
- Deposit outgoing mail containing checks in designated slots inside your local post office rather than leaving them in your residential mailbox or other unlocked mail collection location.
- Destroy or shred account documents including any personal identifying information, such as social security number, date of birth, driver's license number or account numbers (including cancelled checks, deposit slips, statements) before discarding them.
- Frequently update your computer and other device security



software, and protect yourself against malware and computer viruses.

We reserve the right to inquire about any account transactions or activity on your account, including, without limitation, any requested transaction or other disposition of funds. If we suspect that fraudulent, illegal or unlawful activity is involved with respect to a requested transaction or other disposition of funds on your account, and we notify you regarding such activity and you proceed with the requested transaction or other disposition of funds, you will be precluded from asserting any claims against us for any resulting fraudulent, illegal or unlawful activity.

This is by no means a complete list of preventive measures, and additional actions may be necessary in order to help control your risk.

### **Identity Theft and Account Fraud.**

We are committed to maintaining the confidentiality and security of your private financial information. Identity theft has become one of the top consumer fraud complaints reported to Federal authorities. We have outlined the steps below for your information and use, as measures that you can take to limit a fraudster's ability to steal your identity.

### **Protect Your Social Security Number; Bank Account Numbers, Credit Card Numbers, Account Passwords, Personal Identification Numbers (PINs), and Other Personal Information.**

- Never provide your personal financial or other personal information in response to an unsolicited phone call, text message, fax, letter or email, no matter how official the communication may appear.
- Never divulge your password or PIN to any other person, including any of our employees. We will never ask you to disclose your password or PIN.
- Never divulge your social security number, or account number to others unless you have initiated the contact with the person or company and are confident of the person's or company's actual identity, and that the person or company is entitled to your private financial information. This includes email solicitations, text messages and other communications you may receive that appear to offer loans, prescription refills, or other products or services, or that may claim you or your account are under investigation by the Internal Revenue Service or a government authority. If the person initiating contact with you claims to be an employee of or otherwise a representative of the Bank, or any other organization such as a law enforcement agency, Social Security Administration, or the Internal Revenue Service, and asks you to verify (reveal) your confidential or private information, you should terminate the call or other communication immediately and report the incident to the organization the person claims to represent.
- Be especially careful with your social security number. We recommend that you do not carry your social security number on your person, such as in your wallet or purse. Instead, always leave your social security card in a secure place. Disclose your social security number to others only when necessary and you are confident you have confirmed the identity and authority of the person making the request.
- Never write your PIN or password on your ATM card, debit card or on a piece of paper that you carry with you such as in your wallet or purse.
- Pre-print as little personal information on your checks as possible, and never have your social security number or

driver's license number pre-printed on your checks.

**It is the Bank's business practice not to solicit customer information over the telephone, by mail, by text message, email, fax or the Internet.** In the event that you receive a call, email or text message from someone representing themselves to be a banker who asks for personal information, such as your account number, social security number, password, PIN, or date of birth, please terminate the communication and contact us immediately through our website, by visiting any of our banking offices, or by calling us at (866) 762-8392.

This is by no means a complete list of preventive measures. You should take all additional actions as may be necessary in order to help limit your risk of identity theft.

### **Lost or Stolen Paper Items; Unauthorized Items**

If any of your unissued paper items have been lost or stolen, you agree to notify us at once. In addition to the obligations stated in the Account Statements section and the Lost, Destroyed or Stolen Cashier's Checks, Teller's Checks or Certified Checks section of this Agreement, to the extent that your failure to so notify the Bank hampers our ability to prevent loss, we will be relieved of any liability for such items to the fullest extent permissible under applicable law. Upon receipt of any such notice, the Bank may at its sole discretion and without any liability to you take one or more of the following actions: (i) close your account and open a new account for you; (ii) dishonor any paper item you or an authorized signer has indicated may have been lost or stolen (unless you or an authorized signer subsequently has instructed the Bank to honor such an item); or (iii) pay any paper item presented for payment on your account, provided you have instructed the Bank to pay such paper item and given the Bank the number of that paper item. If we open a new account for you and you have authorized a third party to automatically make regular deposits to or withdrawals from your account (such as wire or ACH transfers), the Bank shall have no liability to you if you do not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for you due to your failure to notify that third party in a timely fashion of the number of your new account.

### **CYBER RISK AND SECURITY**

We are committed to the safety and security of your assets, and to helping you protect yourself from cyber-based attacks. However, you remain responsible for taking appropriate steps to ensure the security and protection of your information and account. You acknowledge that our online and mobile services and applications are provided without any warranty or representation of any kind, including, but not limited to, any warranty or representation regarding security or availability of service. You should notify us immediately if you suspect fraud has occurred on your account (e.g., a stolen password or an unauthorized transaction).

### **Equipment**

You agree that you are responsible for obtaining and maintaining any equipment used to allow you access to any of our services. You agree to assume all risks associated with potential errors or delays in completing transactions arising from such equipment. We shall not be responsible for any losses resulting from a failure of such equipment.

### **Third-Party Providers and Services**

You acknowledge security risks associated with online and mobile networks, and you agree that we shall not be liable for any losses or damages that arise as a result of you accessing our online services via an unencrypted or otherwise insecure method (e.g.,

use of a publicly provided Wi-Fi connection). You agree to assume all risks associated with accessing third-party websites, and agree to follow our rules and assume all risks associated with transacting on our systems via the Internet, including mobile applications. You agree that you are responsible for obtaining and maintaining any third-party services and communication media that you use to access our services electronically, and that we are not responsible for any potential errors or delays in completing transactions arising from any third-party services that you use to access our online services. You further agree that you are responsible for any fees charged by third-party service providers.

### **Access Information**

You agree that you are responsible for safeguarding your access information (e.g., user name and password). You agree to ensure (i) the security of the information (e.g., by changing your passwords regularly, not sharing passwords with others, and complying with pin procedures); (ii) that you will only enter your login credentials and password on our official sites and not in response to emails that do not come from us; and (iii) that your devices are used only by persons for whom you are willing to accept financial responsibility. You acknowledge that we may monitor access to, or data stored on, our systems at any time without notice and that we may monitor, limit or terminate access to our systems.

## **ELECTRONIC BANKING**

### **Electronic and Internet Banking System**

#### **General Terms**

The following provisions establish the rules governing your electronic access to your accounts at PlainsCapital Bank via Internet Banking and via Mobile Banking (hereafter the "System"). By using the System, you agree to and accept all of the terms and conditions contained herein. We urge you to read these provisions carefully before using the System to access any of your accounts. The terms and conditions of the applicable deposit agreement(s), including this Agreement, and other disclosures for each of your bank accounts as well as other disclosures that the Bank has provided or made available to you, such as our online banking disclosures provided at the time of enrollment in Internet Banking through a web browser, or in relation to your loans, continue to apply notwithstanding anything to the contrary in this Agreement, unless this Agreement expressly states otherwise. Certain of the following provisions apply only to customers who establish an account primarily for personal, family or household purposes. We may supplement, amend or change these provisions at any time, without giving you prior notice except as specified under "Fees and Charges" below, by updating the provisions on the System or through other notice provided or made available to you.

These provisions are also subject to applicable federal and state laws, rules and regulations (except to the extent the provisions can vary such laws, rules and regulations). We make no representation that any particular content or use of the System is permissible or available outside of the United States, and you accept and agree that your use of the System outside of the United States may be subject to foreign laws, rules and regulations. If any of the following provisions is found to be unenforceable, all remaining provisions will continue in full force and effect.

#### **Compliance with Law**

You consent and agree not to access or use the System to initiate or conduct any transaction that violates any law or regulation of the State of Texas or of the United States. You are solely responsible for ensuring that your use of the System complies

with any and all applicable laws, regulations and rules.

### **Access**

To access and use the System from a personal computer or other device, you must have at least one (1) account at the Bank, access to Internet service through an Internet Service Provider ("ISP"), with appropriate and compatible hardware, software and web browser or other equipment, and an email address. You are solely responsible for maintaining your computer, device and equipment in good working order, with the necessary compatibility and format to communicate with the System. You are also responsible to install, run and regularly update a virus protection program and operating system patches on your computer, device or other equipment, and we strongly recommend that you perform safe email and other electronic communication practices and visit our Fraud Resource Center page at [www.plainscapital.com](http://www.plainscapital.com) to learn more about online fraud and ways to protect yourself. You understand and agree that you are solely responsible for, and the Bank has no responsibility for, any computer viruses, malware, computer or other device inoperability or failure, or similar problems experienced through your use of the Internet or the System. It is also your responsibility to follow all guidelines set forth by your cellular carrier including fees and service charges related to data, email and text usage. License agreements for our necessary software shall either be embedded in the System software or separately documented. You agree to comply with all applicable software license agreements, whether or not such agreements have been executed by you. You have no rights to or ownership in any software provided by or through us and shall not transfer, copy, alter, modify, reverse engineer, reproduce, or convey in any manner, in whole or in part, any such software. You may self-enroll in Internet Banking. If for any reason your self-enrollment fails you may contact PlainsCapital Bank Customer Service at 1-866-762-8392 or visit any branch location for assistance with enrollment. The System can be used to access only the accounts on which you are an owner. You can request that an account be added or deleted by contacting PlainsCapital Bank Customer Service at 1-866-762-8392 or by visiting any branch location. We undertake no obligation to monitor transactions through the System to determine that they are made on behalf of you or other depositor or authorized account holder. You can use the System to check the balance of your accounts, view account histories, transfer funds (account to account, external transfers, person to person, etc.) and perform other services as provided.

### **Your Credentials Security**

For security purposes, you are required to choose and establish a password upon your initial login. In order to establish your password, the System must first authenticate you by using the information that was gathered through the account opening process and any authentication procedures that the Bank may utilize. Authentication procedures that the Bank may utilize may include, without limitation, security questions, proof of identification, and software-based and hardware-based authentication programs. Once this authentication occurs, you will then be prompted to select a password that will meet the Bank's security requirements. Your password and login ID, and any additional authentication information that the Bank may require you to provide, in our sole discretion, are intended to provide security against unauthorized entry and access to your accounts. You understand and agree that we are authorized to act on instructions received under your password, whether or not such instructions are made by you. You understand and accept that you are solely responsible for the confidentiality and security of your user ID and password and agree to change your password periodically. You understand and agree that your

password should not be associated with any commonly known personal identification information, such as Social Security number, address, date of birth or names of children. We strongly recommend that you memorize your login ID and password rather than write it down. You understand and agree that you should log out completely after using the System, and that you should not leave your personal computer or other device unattended when using the System. After three (3) unsuccessful attempts to use your password, your access to the System will be suspended. You understand the importance of your role in preventing misuse of your accounts through the System and you agree to promptly examine your statement for each of your bank accounts as soon as you receive it or it is otherwise made available to you. You agree to protect the confidentiality of your account and account number and your personal identification information, such as your driver's license number and Social Security number. You understand that personal identification information by itself or together with information related to your account may allow unauthorized access to your account.

Data transferred via the System is encrypted in an effort to provide transmission security and the System utilizes identification technology to verify that the sender and receiver of System transmissions can be appropriately identified by each other.

Notwithstanding our efforts to ensure that the System is secure, however, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. If you use wireless Internet access via a personal computer or other device, such as a mobile phone, to conduct transactions through our Internet Banking or Mobile Banking services, we strongly encourage you to conduct all such transactions only over a secured wireless network. Although we employ security and authentication procedures including, without limitation, the procedures described herein, information transmitted over a non-secured wireless network may be intercepted without your knowledge. You agree to defend, hold harmless and indemnify the Bank from and against any and all claims of any nature arising out of any electronic access by a person, third party provider or third party service, you have authorized, permitted or enabled to have access to your bank accounts via the System.

You will contact us AT ONCE at our Customer Service number, 1-866-762-8392, if you believe your user ID or password has been lost, stolen, used without your authorization or otherwise compromised or if someone has accessed your account or transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce your potential losses.

If your device allows access to anyone other than you via fingerprint, facial recognition or other biometric recognition, that person will also be able to access your downloadable applications on the same device when enabled, and any transaction(s) that person initiates will be considered authorized.

### **Internet Scams**

You are aware of and recognize that there are various types of Internet-based and/or email based scams, such as the scam commonly referred to as "phishing," through which a third-party email, web site or link purporting to be from or affiliated with the customer's bank may request personal or private information in order to perpetrate identity theft, bank fraud, or otherwise gain unauthorized access to a customer's account. You understand and agree that the Bank does not and will not send you emails or text messages requesting you to respond with your PIN, password, complete account number, social security number or other private or personal information. You understand that when communicating with you by email or text message in

relation to retrieving, updating or transmitting private or personal information, the Bank will request that you log into the System.

### **Hours of Access**

You can use the System seven (7) days a week, twenty-four (24) hours a day, although some or all System services may not be available occasionally due to emergency or scheduled System maintenance.

### **Fees and Charges**

You agree to pay the System services monthly fees, if applicable. There is no monthly fee to access personal accounts via the System. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and ISP fees and costs that you incur in connection with your use of the System, and the costs of any communication lines and any data processing charges payable to third parties.

If an amendment or change to this Agreement would result in increased fees for any System service, increased liability for you, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least thirty (30) days before the effective date of any such change unless such notice is otherwise excused by law, or unless an immediate change is necessary to maintain the security of an account or our electronic funds transfer system. We reserve the right to waive, reduce or reverse charges or fees in individual situations.

### **Posting of Transfers**

Transfers completed through Internet Banking and Mobile Banking

- Transfers completed through Internet Banking or Mobile Banking prior to 9:45 p.m. Central Time on a Business Day will post to the account the same day.
- Transfers completed through Internet Banking or Mobile Banking after 9:45 p.m. Central Time on a Business Day will post to the account the next Business Day.

### **Overdrafts**

In the event that electronic funds transfers initiated through the System that would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit disclosure for that account.

The Overdrafts section of the General Account Terms and Conditions of this Agreement provides further information on our overdraft services.

### **Limits on Amounts and Frequency of System Transactions**

The number of transfers from bank accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. The Electronic Fund Transfer Act and Regulation E section of this Agreement provides additional information regarding electronic funds transfers primarily for personal, family or household purposes.

### **External Transfers**

Our external transfer services can be used to transfer funds from an eligible account by ACH to an account at another U.S. financial institution (External Account). You agree that to set up a transfer to an External Account, you own and hold the External Account at a financial institution within the United States. Your request to set up an external transfer constitutes your agreement to be

bound by the terms of this agreement. Our external transfer services are separate from the Zelle transfer service and wire transfer services, which are not included in our external transfer services. You understand and agree that, in our sole discretion, we may suspend your right to use the external transfer services at any time immediately and without prior notice to you, and may grant or deny reinstatement of your use of the external transfer services. To the fullest extent permissible under applicable law, we may terminate your right to use our external transfer services at any time and for any reason, including, without limitation, if we believe you have provided us with false or misleading information, or engaged in activity that violates the terms of this Agreement or any other agreement you may have with us.

### **External Transfer Limits**

The dollar amount of funds that you may send and frequency of transfers that you may make through our external transfer services may vary depending on the type of account from which the funds are sent, the recipient, the transaction history for each recipient, and other factors in our sole discretion.

For example, we may limit the dollar amount of funds that you can send to a new recipient through external transfer services. You may not send external funds transfers in excess of the dollar or frequency limits that we may have in place for our external transfer services. Transfer limits, if any, applicable to the owner of the External Account at another financial institution also may apply in accordance with that financial institution's policies or procedures. Additionally, all transfer limits may be subject to temporary reduction to safeguard customer account security or the transfer system, as we may deem appropriate in our sole discretion. We reserve the right to change from time to time our limits on the dollar amount and frequency of funds transfers that you may send using the external transfer service.

Your relationship with your other financial institution(s) is and shall at all times be independent of your relationship with us, and we will not be responsible for any acts or omissions by any financial institution holding your External Account(s), including, without limitation, any fees that the other financial institution(s) may charge you during the validation process or subsequently.

### **External Transfer Authorization and Processing**

You represent and warrant that you are an authorized user of each External Account that you add in our external transfer services, and that you have all necessary legal rights and authority to transfer funds to or from the External Account. You further authorize us to debit your eligible account and remit funds on your behalf to your External Account. When instructions are received at or before the cutoff time, funds will be transmitted with an effective date of the next business day. External transfers are completed by ACH and are subject to the rules of the National Automated Clearing House Association (NACHA). In accordance with NACHA rules, any credit to your deposit account held by us, or your External Account shall be provisional until such credit has been finally settled by us or the third-party institution which holds your External Account.

### **Return, Failure or Rejection of External Transfers**

If the external transfer transaction is returned for any reason, you authorize us to charge back the amount of such transfer to the "to" or "from" account as applicable or any other of your accounts, or claim a refund from you.

Upon learning that an intended and requested external transfer could not be completed, in whole or in part, we may, but are not required to, make a reasonable effort to complete the transfer again. If the external funds transfer fails, we will notify you of the transfer failure. You understand and agree that it is your

responsibility to ensure all information provided for an external transfer is accurate and complete, and you must notify us as soon as possible if you become aware of inaccurate, incomplete or fraudulent information with respect to an external transfer. You understand and agree that if the instruction for an external transfer identifies a financial institution or beneficiary by name and account number, we or the receiving financial institution may execute the instructions by reference to the account number only, even if the account number does not correspond to the listed name.

Payments that are in process cannot be cancelled or stopped. Upon learning that you wish to stop or reverse a requested external transfer that has been completed on the information that you provided, we have no obligation to, but will make a reasonable effort to stop or reverse such a transfer, but we cannot guaranty the success of any such effort and will have no responsibility or liability for, and you accept full responsibility for any losses or damages you may suffer as a result of incorrect or inaccurate information that you provide to us, incomplete information or errors that you provided, or for underlying fraud in the information that you provided.

### **External Transfer Requirements**

- External transfers can only be created by an owner of an account.
- External transfers can only be sent to checking and savings accounts held at financial institutions within the United States.
- Refer to your eligible account terms for transaction limitations including monthly transaction limits on savings accounts.
- You must provide an account type (checking/savings), routing number, and full account number for the External Account.
- You authorize us to validate the External Account in the manner we select in our sole discretion, including through the use of test transfers of funds to the External Account. To validate using test transfers, once the External Account information has been submitted to us, we will debit your account for and send low dollar value ACH transactions for credit to the External Account to confirm the account information and confirm your access to the External Account. Once the test transfers are complete, we may ask you to access the External Account and inform us of the dollar amounts of the transfers credited to the External Account, or other information reported by your other financial institution concerning the test transfers. This process generally takes between one to three business days.
- To complete the setup process, log in to Internet Banking and confirm the amounts. Once this has been successfully completed, the account will be available for sending funds.
- You may cancel a scheduled transfer within Internet Banking prior to the cutoff time.
- External transfers must be requested prior to 6:00pm CST.
- An External Transfer can be requested to the Bank outside of Internet Banking. We may require verification of your identity and confirmation that you own the External Account prior to establishing the transfer.

### **Liability for External Transfers**

If we cause an incorrect amount to be removed from your account contrary to the information you provided in the applicable transfer instruction (excluding name/account number inconsistency), or cause funds from your account to be transferred to any account other than the External Account contrary to the information you provided in the applicable transfer instruction, we shall be



responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper External Account.

Notwithstanding the foregoing, we are not responsible or liable for:

- How or when externally transferred funds are applied to the External Account
- Any mishandling of the external transfer by the receiving financial institution
- Inaccurate information, incomplete information, or misinformation or fraudulent information that you provide for the external transfer
- System failures at other financial institutions or the ACH Network, computer failures, or other force majeure events causing delay or preventing the processing of an external transfer
- External transfers returned by the receiving financial institution
- Failed transfers due to insufficient funds in the eligible PlainsCapital account
- Our debit and/or credit or inability to debit and/or credit your account in accordance with your transfer instructions
- Charges or fees imposed by any other financial institution in relation to any external funds transfer
- Any costs, fees, losses or indirect, special, or consequential damages of any kind incurred as a result of any of the events or circumstances described above

### **Bill Payment Service**

PlainsCapital Bank offers Bill Payment service through Internet Banking for your convenience. PlainsCapital Bank may also offer, from time to time and at our sole discretion, Bill Payment service via Mobile Bill Pay. Information regarding our Bill Payment service is described in our Bill Payment Services Terms and Conditions disclosure, which can be accessed at <https://www.plainscapital.com/privacy-disclosures/>. The Bill Payment Services Terms and Conditions disclosure is incorporated herein by reference and made a part of this Agreement. As discussed in the External Transfers section above, external transfer payments are also available for some account holders using Internet Banking.

### **Mobile Banking Service**

PlainsCapital Bank offers Mobile Banking service as part of its Internet Banking services, accessible via a web-enabled cell phone or smart phone or other mobile device capable of accessing the Internet and sending SMS text messages ("Mobile Device").

Mobile Banking allows you to:

- Check the balance of your accounts
- View your account history
- Transfer funds between your accounts
- Receive alerts and messages from the Bank
- Make bill payments under our Bill Payment Services –Terms and Conditions (if you are enrolled in Bill Payment Services)
- Make deposits into your account through your mobile device under our Mobile Deposit User Agreement, which can be accessed at [www.plainscapital.com/privacy-disclosures/](https://www.plainscapital.com/privacy-disclosures/). The Mobile Deposit User Agreement is incorporated herein by reference and made a part of this Agreement
- Make external transfers from an eligible account by ACH to an External Account at another U.S. financial institution (if you are enrolled in external transfer services)

We may, in our sole discretion, determine which services are available via Mobile Banking. You must be enrolled in Internet Banking and complete the first-time login process before you can

use Mobile Banking. The same login ID and password used for Internet Banking, as discussed in the “Your Password; Security” subsection of the Electronic and Internet Banking System section, are used to access Mobile Banking. To obtain further information and details concerning available products and services offered through Mobile Banking, you may visit and access the information found at [www.plainscapital.com](http://www.plainscapital.com).

On enrollment in Mobile Banking, our Mobile Banking Enrollment Terms and Conditions will apply to your use of the Mobile Banking service, together with this Agreement. If the terms of this Agreement conflict with or are inconsistent with the terms of the Mobile Banking Enrollment Terms and Conditions, then the terms of this Agreement will control and take precedence, unless the terms of the Mobile Banking Enrollment Terms and Conditions specifically state otherwise.

### **Mobile Deposit Service**

PlainsCapital Bank offers Mobile Deposit service through Internet Banking for your convenience. This Mobile Deposit service is available for eligible accounts and allows you to make deposits through your mobile device. Information regarding our Mobile Deposit service is described in our Mobile Deposit User Agreement, which can be accessed at <https://www.plainscapital.com/privacy-disclosures/>. The Mobile Deposit User Agreement is incorporated herein by reference and made a part of this Agreement. In the event of conflict or discrepancy between this Agreement and the Mobile Deposit User Agreement regarding the subject matter of the Mobile Deposit User Agreement, the terms of the Mobile Deposit User Agreement will control and take precedence.

### **Fees, Costs and Expenses**

While the Bank does not currently charge a fee for Mobile Banking, you understand and agree that if you activate Mobile Banking you are responsible for all fees, costs and expenses associated with your Mobile Device including, without limitation, all fees, costs and expenses associated with the Mobile Device hardware and software, all fees, costs and expenses associated with the wireless service plan for the Mobile Device including, without limitation, charges for accessing the Internet, and all fees, costs and expenses associated with data transfers and your sending or receiving of SMS text messages to or from us or third parties. You also understand and agree that your Mobile Banking transactions may be subject to fees, costs and expenses imposed by third parties under your agreements with them, and to any applicable fees, costs and expenses that we may charge as set forth in other agreements that you have with us.

### **Communications With You and Other Account Signatories**

You understand and agree that by enrolling in Mobile Banking, you consent to our contacting you, transmitting to you and communicating with you via email and/or SMS text messages directed to or accessed on your Mobile Device, including without limitation to provide alerts and information concerning your account(s). You understand and agree that we may send account alerts, data and information via email and/ or SMS text messages to any or all other signatories on your account(s) who have enrolled in Mobile Banking. All email, SMS text messages and other communications transmitted to us via Mobile Banking are our property and, to the fullest extent permitted by applicable Texas law and federal law, you agree that such communications are not confidential. In conformity with applicable Texas law and federal law, advertisements and offers maintained by third parties may be made available to you via Mobile Banking. You understand and agree that your accessing, use or purchase of third-party content, data, information, products or services is at your own

risk, and that we do not endorse, validate or control any content, data, information, products or services offered or maintained by third parties.

### **Additional Equipment and Access Requirements Security**

In order to activate and utilize Mobile Banking, you must acquire and maintain a Mobile Device, any wireless hardware and software needed to operate and maintain the Mobile Device in proper working order, and a wireless service plan for the Mobile Device with a service provider of your choosing.

You understand that your Mobile Device, all associated hardware and software and wireless service, including without limitation your wireless service data plan, are your responsibility and not part of our Mobile Banking service or otherwise the services that we provide to you. You understand and agree that you are solely responsible for ensuring the operability and functionality of your Mobile Device and its hardware, software and wireless plan services.

In addition to your agreement to the terms and conditions set forth in the "Your Password; Security" subsection of the Electronic and Internet Banking System section, you understand and acknowledge that we will never transmit or send your complete account number, Social Security number, or complete card number or PIN in any email or SMS text message to your Mobile Device, and that we will never ask you to send or transmit to us an email or text message containing your password, complete account number, Social Security number, or complete card number or PIN. You understand and agree that you are responsible for safeguarding and protecting your login ID and password including in relation to your use of your Mobile Device and Mobile Banking. You understand and agree that the Bank may and will rely on the use of your login ID and password in providing Mobile Banking services to you and as proof of your agreement to and authorization of any and all activity conducted on your enrolled account(s) via Mobile Banking. Upon enrolling in Mobile Banking, you expressly authorize us to transmit or send to you, via SMS text message or email communication to or accessed via your Mobile Device, information concerning your account(s) including, without limitation, specific dollar amounts, balance and payee information, an incomplete version of your account number(s) made up of certain digits of the account number(s), and account transaction information.

### **Stop Payment Requests**

You may initiate a stop payment request online via the System only for paper checks you have written on your bank account. You will incur stop payment charges as disclosed in the current Schedule of Fees.

### **Disclaimer of Warranty and Limitation of Liability**

We and our service providers do not and cannot warrant that the System will operate without errors, or that any or all System services will be available and operational continuously and without interruption at all times. **WE AND OUR SERVICE PROVIDERS PROVIDE INTERNET BANKING AND MOBILE BANKING SERVICES "AS IS" AND "AS AVAILABLE" WITHOUT MAKING ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ON BEHALF OF THE BANK AND OUR SERVICE PROVIDERS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU UNDERSTAND THAT THE LAWS OF SOME STATES DO NOT PERMIT THE WAIVER OR EXCLUSION OF CERTAIN WARRANTIES, AND THAT THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT**

**AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION, YOU AGREE THAT PLAINSCAPITAL BANK, ITS AFFILIATES, AND OUR AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES UNDER OR BY REASON OF ANY SERVICES, EQUIPMENT OR PRODUCTS PROVIDED UNDER OR IN RELATION TO THIS SECTION OR BY REASON OF YOUR USE OF OR ACCESS TO SYSTEM, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR BASED ON A WARRANTY. FURTHERMORE, IN NO EVENT SHALL THE LIABILITY OF THE BANK AND ITS AFFILIATES EXCEED THE AMOUNT OF YOUR ACTUAL LOSSES OR DAMAGES INCURRED BY YOU IN RELATION TO THE ELECTRONIC BANKING SERVICES PROVIDED TO YOU.**

#### **Indemnification**

**IN ADDITION TO OTHER INDEMNIFICATION PROVISIONS SET FORTH ELSEWHERE IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS PLAINSCAPITAL BANK AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR CONTRACTORS, FROM AND AGAINST ALL CLAIMS, SUITS, CAUSES, ACTIONS, LOSSES, COSTS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) OF ANY SORT BY THIRD PARTIES OR OTHERS ARISING FROM OR RELATING TO YOUR ACCESS TO OR USE OF ANY SERVICES, EQUIPMENT OR PRODUCTS PROVIDED UNDER OR IN RELATION TO ELECTRONIC BANKING OR THE SYSTEM, INCLUDING WITHOUT LIMITATION ANY CLAIM ALLEGING FACTS THAT IF PROVED TRUE WOULD CONSTITUTE A BREACH OF THIS AGREEMENT, OR INFRINGEMENT, MISUSE OR MISAPPROPRIATION BY YOU OF DATA, INFORMATION, PERSONAL PROPERTY OR MATERIALS.**

#### **E-Sign Disclosure (Electronic Records Disclosure)**

You understand and agree that in order to register for and use Internet Banking or Mobile Banking, including without limitation to establish any new or additional account online via the System, you agree to electronic delivery of disclosures, notices, account statements (if you select eStatement delivery), communications and agreements relating to such services, and to electronic delivery of any disclosure, notice, account statement (if you select eStatement delivery) communication and agreement applicable to your existing or future deposit accounts at PlainsCapital Bank. If you are an Electronic Banking user, disclosures, notices, account statements (if you select eStatement delivery), communications and agreements for the deposit accounts you have with PlainsCapital Bank may, at our discretion, be presented to you in electronic form at the email address you provided us or they may be made available for you to view, download and/or print by logging into the System.

Disclosures, notices, account statements, communications and agreements regarding your account provided in electronic form may not be distributed in paper form. After consenting, if you wish to obtain a paper or non-electronic copy of the disclosures, notices, account statements, communications or agreements, you can do so by calling us or writing us at the number or address listed at the end of this disclosure. See Miscellaneous Fees section within this Agreement for applicable research fees.

By consenting to receive disclosures, notices, account statements, communications and agreements regarding your account electronically, you agree to provide us with the information (such as current email address) necessary to communicate with you

electronically. You are required to update us with any changes in or to such information by calling or writing us at the number or address listed at the end of this disclosure. You have the right to withdraw your consent to electronic delivery of all such materials or items at any time, at no cost to you, by calling or writing us at the number or address listed below. You understand that withdrawing your consent will not in any way affect the enforceability, legal effect or validity of electronic records, disclosures, notices, account statements, communications or agreements made available to you prior to implementation of the withdrawal of your consent.

### **E-Sign Disclosure (Electronic Signature Disclosure)**

You agree that we may use your electronic signature in lieu of and/or, in addition to, your handwritten signature. You agree that your electronic signature will be treated exactly the same as your handwritten signature. You agree that your electronic signature is binding.

### **Contact Information for Changes and Termination of Internet Banking, E-Statements**

PlainsCapital Bank  
ATTN: Deposit Support Department  
5010 University Avenue  
Lubbock, TX 79413  
Tel: 1-866-762-8392 (Customer Service)  
Fax: 1-877-450-3985

### **Hardware and Software Requirements**

In order to receive electronic delivery of disclosures, notices, account statements (if you select eStatement delivery), communications and agreements, and otherwise to receive electronic copies of any and all disclosures concerning Internet Banking, Mobile Banking or the System, you must have, at minimum, the hardware and software listed below:

- A personal computer or other device capable of accessing the Internet
- A web browser which supports 128-bit SSL encrypted communications
- Software that permits you to receive and access Portable Document Format (PDF) files, such as up to date Adobe Acrobat Reader

For Mobile Banking users, the additional hardware and software listed in the Mobile Banking section above.

### **Our Data and Records**

You consent and agree that we may record, or otherwise document and store information electronically transmitted, entered or received in the System for our record-keeping purposes. You also consent and agree that our records and stored information shall be presumed to be an accurate representation of your requests or instructions to us.

### **Your Right to Terminate**

You may cancel your System service at any time through the System or you may mail or fax your request to the address and fax number above. Your access to the System will be cancelled upon receipt of your instructions to cancel the Service. You will be responsible for all outstanding fees, charges and other obligations incurred prior to the date and time of cancellation and any fees and charges assessed during the process of termination, and you shall remain responsible to maintain sufficient funds in your account(s) to cover any outstanding items originated via the System or that you have authorized to be paid through the System.

## **Our Right to Terminate**

You agree that we can terminate or limit your System service for any of the following reasons:

- If you have insufficient funds in any one of your Bank accounts. System service may be reinstated, in our sole discretion, once sufficient funds are available in your account to cover any fees, pending transfers, and debits.
- If you abuse or make fraudulent use of any System service, or to prevent a loss.
- With or without cause, at the time of account closure, or otherwise in our sole discretion. Our termination of System service for a closed account shall be effective on the date of account closure, and our termination of System service for an account that remains open shall be effective on the effective date specified in a written notice mailed to you, and not on the date when the notice is mailed or received.
- Due to System inactivity, i.e., not logging into the System for a period of 9 months or longer.

Following your or our termination of System service for an account that remains open, we will make paper copies of your periodic account statements available to you in the manner and at the frequency set forth in the Account Statements section of this Agreement.

## **Consumer ACH Entries**

You acknowledge and agree that to the extent not governed by the Electronic Fund Transfer Act and Regulation E, your rights and responsibilities with respect to ACH transaction entries posted to your account, including without limitation ACH debit entries and ACH credit entries, shall be construed in accordance with the NACHA Operating Rules and the laws of the State of Texas. You further acknowledge and agree that we may rely on the representations and warranties and statements of our rights contained in the NACHA Operating Rules and may credit or debit your account in accordance with these rules as instructed by the originator of the ACH debit or credit. Without limitation of the foregoing, to the extent not otherwise governed by the Electronic Fund Transfer Act and Regulation E, you understand and agree that in the event you receive an ACH debit entry that you determine is unauthorized or improper, you must provide a written statement of unauthorized debit under penalty of perjury or, at our election, a notarized affidavit, to notify us of your intent to return such entry by the opening of business on the business day prior to the sixtieth (60th) day from the settlement date. The settlement date is the date on which the ACH entry posts to your account. The written statement of unauthorized debit, or notarized affidavit, must include the following minimum information:

(a) your name and signature; (b) your account number; (c) the identity of the party (i.e. the payee) debiting the account, as provided to you, and, if different, the name of the intended third-party payee; (d) the date the entry was posted to your account; (e) the dollar amount of the entry; (f) the reason for the return; (g) the date of signature; (h) your confirmation that the written statement of unauthorized debit is true and correct; and (i) your assertion that you are an authorized signer or have authority to act on the account. To the fullest extent permitted under the NACHA Operating Rules, the Electronic Fund Transfer Act, Regulation E, and Texas law, you further acknowledge and agree that you lose your right to return such an ACH debit entry or to obtain a recredit to your account in the event you fail to notify us of your intent to return an unauthorized or improper ACH debit within the timeframes and in the manner set forth herein.

## **Wire Transfers**

As used in this section, a "wire transfer" or "funds transfer"

means the series of transactions, beginning with the originator's payment order, made for the purpose of making payment to the beneficiary of the order, as those terms are defined in Article 4A of the UCC as adopted in the State of Texas, and not governed by the Electronic Funds Transfer Act (the "EFTA") or Regulation E, except electronic transfers of funds primarily for personal, family or household purposes to a designated recipient in a foreign country (see the section of this Agreement titled "International Wire Transfers"). We send outgoing and receive incoming wire transfers through Fedwire (the funds transfer system owned and operated by the Federal Reserve Banks) or other third-party networks as we consider suitable. Our wire transfer services will be dependent upon the availability of such third-party network on conditions acceptable to us, in our sole discretion.

All wire transfers and wire transfer services made available to you pursuant to this Agreement are governed by this Agreement, Subpart B of Regulation J of the Federal Reserve Board, OFAC regulations, Article 4A of the UCC, and the rules of any funds transfer system through which the wire transfer is made, including, without limitation, Fedwire. Except as otherwise expressly stated therein, wire transfers and wire transfer services made available to you pursuant to any separate wire transfer services agreement or addendum, or Treasury Management Services agreement, will be governed by such wire transfer services agreement, addendum or Treasury Management Services agreement, as applicable, together with Subpart B of Regulation J of the Federal Reserve Board, OFAC regulations, Article 4A of the UCC, the rules of any funds transfer system through which the wire transfer is made, including, without limitation, Fedwire. With respect to wire transfers and wire transfer services made available to you pursuant to such separate wire transfer services agreement, addendum, or Treasury Management Services agreement, in the event of a conflict between the terms of any such document, as applicable, and the terms of this Agreement, the terms of such other applicable agreement will prevail unless this Agreement specifically states otherwise.

You agree not to initiate or receive a wire transfer payment order in violation of applicable federal, state or local law. You understand and agree that all signatories and authorized signers on your account are authorized to act on your behalf in actions taken under this Agreement, including to initiate wire transfers and to provide all related authorizations and instructions that we may request. Additionally, the signatories and authorized signers, individually, may appoint agents ("authorized users"), who may include authorized signers. We may rely on any such authorization until it has been revoked in writing by you, and in all instances, we may act on instructions that we believe in good faith were provided by an authorized signer, signatory, or authorized user. We shall have a reasonable time to process any revocation received pursuant to this Agreement or any other agreement that may be in place for the wire transfer.

### **Routing/Deadlines**

We may use means of transmission and routes, and intermediary and correspondent banks that we determine in our sole discretion are suitable for each outgoing wire transfer. We will establish deadlines after which we will not accept an incoming wire transfer to be processed on the day of receipt. We may establish different deadlines depending on the method of the payment order selected by you and all such deadlines are subject to change at our sole discretion. Wire transfer payment orders received after the deadline or on non-Business Days will be processed on the next Business Day. A wire transfer payment order shall be considered accepted by us when executed by us.

## **Payment Orders**

**a. Content of Payment Orders.** You will supply to us any information we may reasonably request regarding any payment order (as that term is defined in the UCC as adopted in the State of Texas) initiated by you. Such information may include, without limitation, money amounts, affected accounts, dates of transfer, the beneficiary's name and account number, the routing number or bank identifier code ("BIC") of the beneficiary's financial institution, such additional information as we may reasonably request and, in conjunction with our security procedures set forth below, if we find it necessary in our sole discretion, further evidence of authority of any authorized signer to transfer funds or to do any other act contemplated utilizing our wire transfer service. To the fullest extent permissible under applicable law, you agree to hold us harmless from any loss that occurs if your instructions are incomplete, ambiguous, or incorrect. You further understand and acknowledge that we are not required to detect any error by you contained in any payment order, or to seek clarification from you regarding ambiguous instructions.

**b. Execution of Payment Orders.** You authorize us to debit your account(s) for payment orders delivered to us in accordance with this Agreement. We have no obligation to execute a payment order if the account to be debited has insufficient collected funds to cover the order.

**c. Processing Payment Orders.** We determine the order in which we process wire transfer payment orders in our sole discretion.

**d. Retraction or Revocation of Payment Orders.** Except as otherwise indicated below with respect to standing payment orders or as we may separately notify you in writing, you do not have any right to reverse, adjust or revoke any payment order after it has been received by us; provided, however that we may, without obligation, make a reasonable effort to act on such a request by you. With respect to a payment order already transmitted to the beneficiary's financial institution, at your request we may (but are not obligated to) use our best efforts to retract or recover a payment from the beneficiary financial institution. You understand and agree that the receiving institution is under no legal obligation to comply with this request. IN ADDITION TO ANY OTHER INDEMNITY PROVISIONS SET FORTH IN THIS AGREEMENT, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US, OUR OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED IN ANY WAY TO ANY ATTEMPT BY US TO EFFECT SUCH RETRACTION OR RECOVER ANY SUCH PAYMENT.

**e. Rejection of Payment Orders.** We may, but are not obligated to, reject any payment order from you, in whole or in part, if such payment order is not initiated in accordance with any applicable security procedure, if there is any inconsistency between a payment order and information previously supplied to us, if there are insufficient collected funds in your account to fund the payment order, if the payment order involves funds subject to a hold, dispute or legal process preventing withdrawal of the funds, or if we have other reasonable grounds not to honor the payment order. We will notify you that we have rejected a payment order. We may also reject an incoming payment order if we have other reasonable grounds to do so.

**f. Standing Payment Orders.** If you request and we agree, you may establish a standing payment order (a standing wire transfer request), which is one where you provide specific and fixed payment instructions to us for a payment order that is to be executed on a recurring frequency. Standing payment orders



must have a currency amount, beneficiary, beneficiary's financial institution, and accounts to be debited and credited. Such information remains constant for subsequent payment orders. You shall provide us with the necessary information to execute the standing payment order, as we determine in our sole discretion, including, without limitation, the dollar amount to be transferred, the frequency of the order and the day of week or month when the payment order is to be executed. You may reverse, adjust or revoke a particular standing payment order only if we receive any such request prior to our execution of the standing payment order and at a time that provides us with a reasonable opportunity to act upon such a request. You may terminate a standing payment order in full at any time upon receipt by us of a written notice, provided we are afforded a reasonable opportunity to act upon such a notice of termination.

**g. PIN Wire Transfers.** If you request and we agree, you may establish PIN Wire Transfer Service with us, pursuant to a PIN Wire Transfer Authorization Form, or such other form as we may provide. The PIN Wire Transfer Service allows wire transfers to be conducted via telephone on or against your account, with the use of an assigned PIN and caller identification. You shall provide us with the necessary information to execute a PIN Wire, as we may determine in our sole discretion.

**h. Batch Wire Transfers**

(i) Service Specifications. If you request and we agree, you may initiate payment orders in batch form to us, subject to the provisions of this Agreement. You will comply with interface specifications established by us, including, without limitation, file formats and means of data transmission (the "Specifications"). We may furnish you with modifications to the Specifications and you shall implement such modifications as soon as reasonably practicable.

(ii) Wire Transfer Software. You shall be solely responsible for creating the computer programs to implement the Specifications (as used in this section, "Wire Transfer Software"). You shall implement passwords and other security devices commensurate with the highest level of security afforded by you to other computer programs and confidential information of yours.

**i. Charge Backs and Returned Items.** You understand and agree that we post all non-cash items (such as checks) deposited to an account on a provisional credit basis subject to our receipt of final payment by the payor (drawee) bank on which the non-cash item is drawn, that we have no obligation or duty to verify that you have sufficient collected funds in your account prior to our charging your account for and sending any wire transfer requested by you, and that we can charge you or your account for the amount of any deposited or cashed item if we do not receive final payment for the item or the item is returned unpaid or charged back to us for any reason.

**Notice of Wire Transfers**

We will notify you of wire transfers debited from or credited to your account through your periodic account statement for the account and the period in which the transaction occurred, or through such online or electronic service that you have entered into with us. You agree to exercise ordinary care and diligence to determine whether a wire transfer to or from your account was unauthorized or inaccurate.

**a. Advices by Facsimile and/or Email.** If you select advices by facsimile ("fax") and/or email, you agree to exercise extreme care in maintaining your own security in relation to the sending and receipt of fax and/or email advices. You acknowledge that the information to be sent or received by fax and/or email may include confidential information, including, without limitation, names, amounts, phone numbers, originating account information, and the text of incoming wires. You further acknowledge that

you alone assume full responsibility for maintenance of internal security procedures to keep all such information confidential. To the fullest extent permissible under applicable law, we shall not be liable for any and all claims, demands, expenses, liabilities and damages, including attorney fees, incurred by you or us arising directly or indirectly from the transmission by fax and/or email of a wire transfer advice.

**b. Advices by Mail.** We will mail daily notification(s) of all wire transfer(s) made unless you receive advices through another method such as facsimile ("fax"), email and/or an online service.

**c. Waiver of Advice.** You may waive your right under the UCC as adopted in the State of Texas to receive advices by submitting the request in writing to us.

### **Liability for Unauthorized Wire Transfers; Security Procedures**

You understand and agree that we are not required to follow any instruction that violates this Agreement, or any security procedure agreed to between you and us, or as to which we do not receive notice at a time and in a manner affording us reasonable opportunity to act up on it prior to acceptance of a payment order.

**a. Security Procedure.** To the fullest extent permissible under Section 4A.202 of the UCC as adopted in the State of Texas, you and we agree that any security procedure selected will be deemed commercially reasonable if you chose the security procedure after we offered, and you refused, a security procedure that was commercially reasonable for you under applicable law. If you adopt any security procedure other than as set forth in this Agreement or any addendum or separate wire transfer service agreement offered to you in conjunction with this Agreement, you will be deemed to have refused our security procedure. You understand and acknowledge that pursuant to this Agreement, you agree to be bound by any payment order, whether or not authorized, issued in your name and accepted by us in compliance with such security procedure chosen by you.

The following security procedure will apply to wire transfer requests processed pursuant to this Agreement: Before processing any such wire transfer request, we will:

- (1) verify, from our records of your account, that the individual in whose name the wire transfer request is made is identified as authorized to initiate an outgoing wire transfer for the subject account; and
- (2) perform validation of the identity of the individual requesting the wire transfer:
  - (i) for wire transfers initiated in person through one of our bankers, in addition to validation of identity pursuant to subsection below, by review of eligible identification documentation (you may contact us to confirm eligible identification documentation), and
  - (ii) for wire transfers initiated in person, by telephone, electronic mail or facsimile transmission, and not governed by a separate security procedure under an applicable Treasury Management Services agreement, applicable Service Descriptions or Bank form agreed to in writing by you, we will complete a call back, using contact information for any authorized signer, signatory, or authorized user for your account contained in our records of the account (in our sole discretion, to the authorized signer, authorized user or signatory requesting the wire transfer or any other authorized signer, authorized user or signatory on the account); provided,
  - (iii) that, for standing payment orders or otherwise previously authorized, recurring wire transfers to the same beneficiary and beneficiary account number as included in prior wire transfer requests, we may not conduct a call back, in our sole discretion.

If we cannot reach an authorized signer, authorized user or signatory on the account by telephone, processing of your wire

transfer request may be delayed.

Without limiting the foregoing, in addition to the foregoing security procedure, we reserve the right in our sole discretion to require additional authentication of individual wire transfer requests, including, without limitation, that the wire transfer request be submitted in writing bearing the signature of an account signatory or authorized signer, or confirmed via a code sent by SMS message to a mobile device number associated with the account, and we further reserve the right to apply our confidential, proprietary system for analysis of certain transactions based on various characteristics.

You understand and agree that our security procedures are intended to verify authenticity of wire transfer requests made to us on your behalf, and not to detect error in the transmission or content of the wire transfer request.

You understand and acknowledge that wire transfer requests initiated through Business Online Services are not processed pursuant to this Agreement, and shall be governed separately by the applicable agreement in place for such transactions.

You further understand and agree that you bear sole responsibility for safeguarding your private and personal information, and you agree to take appropriate measures to safeguard against unauthorized disclosure of or access to your home computer(s), electronic devices and security-related information, such as user names, passwords, PINs, access credentials, and equipment that access or interface with us and our systems or equipment, and that you will take reasonable steps to maintain the confidentiality of your user names, passwords, PINs, access credentials, other personally identifying information, codes, security devices and electronic devices, and security-related information. You must immediately notify us of any loss or suspected compromise of any such information, devices or equipment. You agree to confirm any such notification to us promptly in writing.

**b. Unenforceability of Certain Verified Payment Orders.** If a payment order is not an authorized order of yours but is effective pursuant to this Agreement or the security procedures in effect between you and us, you understand and agree that we are entitled to enforce or retain payment of the order unless you prove that the order was not caused, directly or indirectly, by a person (i) entrusted at any time with duties to act for you or on your behalf with respect to payment orders or the security procedure(s), or (ii) who obtained access to your transmitting facilities or who obtained, from a source controlled by you and without authority of ours, information (including, without limitation, any access device or computer software) facilitating breach of the security procedure, regardless of how the information was obtained or whether you were at fault.

**c. Duty to Notify of Unauthorized Wire Transfers.** You must exercise ordinary care and due diligence to determine whether a wire transfer to or from your account was unauthorized or inaccurate. To the fullest extent permissible under applicable law, in no event will we be liable to pay you interest on any amount to be refunded in relation to an unauthorized wire transfer that is not effective under UCC Section 4A.202 as adopted in the State of Texas, or not enforceable in whole or in part under UCC Section 4.203 as adopted in the State of Texas, unless you notify us in writing of the relevant facts within thirty (30) days after the date you receive any notification from us that the payment order was accepted or that your account was debited with respect to the wire transfer. To the fullest extent permissible under applicable law, in no event will we be liable to you with respect to any subsequent unauthorized wire transfer submitted or requested by the same person(s) who submitted or requested the first such unauthorized wire transfer unless you notify us in writing of the error or discrepancy in the wire transfer within thirty (30) days after the day that we mail, transmit or otherwise make available to you notification that the

subsequent wire transfer was accepted or that your account was debited with respect to the subsequent wire transfer.

### **International Wire Transfers**

**a. General.** An “International Wire Transfer” means a wire transfer credited to an account located outside the borders of the United States, or that will be sent in currency other than U.S. Dollars. We customarily complete International Wire Transfers across country borders through a correspondent.

Electronic transfers of funds primarily for personal, family or household purposes to a designated recipient in a foreign country (“Remittance Transfers”) are separately governed by federal law, including Regulation E as amended by the Bureau of Consumer Financial Protection, which provides certain rights and obligations relating to Remittance Transfers that may differ from rights and obligations applicable to other types of funds transfers.

Unless otherwise agreed upon in writing, any fee, commission or charges assessed by the correspondent shall be passed on to you or deducted from the wire transfer amount by the correspondent. Additionally, International Wire Transfers across country borders may incur additional fees or charges based on the routing of the wire through U.S. and foreign financial institutions. Payment to a foreign country is subject to the laws of the foreign country involved. We assume no liability for delays, non-delivery or other events resulting from causes beyond our control. In refunding unexecuted payment orders, we shall be liable to you only to the extent we receive payment from the correspondent financial institution processing the transfer. Cancellation of a wire transfer involving other than domestic currency is subject to any rate exchange loss as determined by us. You agree to sell any canceled payment order to us at the then current applicable foreign currency buy rate.

**b. Automatic Conversion.** International Wire Transfers denominated or expressed in U.S. Dollars but instructed by you to be sent to an account denominated in foreign currency may, in our sole discretion, be automatically converted by us or may be converted by an intermediary or correspondent bank, or by the receiving financial institution, at such entity’s sole discretion, to the receiving financial institution’s national currency prior to completion of transfer to such receiving financial institution, so long as the receiving financial institution is located in a country that, to our then-current knowledge, readily accepts such previously converted funds. When such a currency conversion is made, we, intermediary or correspondent bank, or the receiving bank will determine, at such entity’s sole discretion, the applicable currency conversion rate. You understand and agree that we shall not have any liability to you for any loss or expense incurred by you arising from or relating to any such currency conversion. You must notify us prior to the transaction if the beneficiary of the International Wire Transfer requires that the payment be made in U.S. Dollars. If you have not so notified us, and should the receiving financial institution reject the incoming Wire Transfer due solely to our automatic conversion to that financial institution’s national currency, we shall reimburse you the actual amount of any fees assessed by such financial institution that are related solely to the rejection of the Wire Transfer due to Bank’s automatic conversion.

**c. Currency Conversion Requests.** You understand and agree that if you request an International Wire Transfer be made in currency other than U.S. Dollars, we may convert the U.S. Dollar amount at our applicable exchange rate in effect at the time of our execution of the order for the specified foreign currency. You also understand and agree that, should we not have an existing exchange rate in place for the specified foreign currency, then we will use reasonable efforts to convert the currency through reasonably available commercial or banking channels. You further understand and agree that the exchange rate(s) used by

us for such International Wire Transfers may vary from exchange rates established by governments or other financial institutions, and may not be the lowest available rate available to you. If the financial institution designated by you to receive the International Wire Transfer does not pay the designated beneficiary or credit the beneficiary's account and the funds are returned to us, we shall not have any liability to you for any sum in excess of the amount of the payment order after we have converted the funds back from the foreign currency to U.S. Dollars using our applicable rate of exchange in effect at the time we confirm the cancellation of the payment order to you. We shall not have any liability to you for any loss or expense incurred by you arising from or relating to any currency conversion requested by you.

### **Wire Transfer Numbers**

You understand and agree that you bear sole responsibility to correctly identify beneficiary information for all wire transfers. Your obligation to pay us the amount of the funds transfer is not excused in the event that the Fedwire message or otherwise the payment order or instruction does not identify the same account or financial institution of your intended recipient. When the intended recipient's identified name and account number is inconsistent, the payment may be made on the basis of the account number, as controlling, even if such account is not owned by the person or entity identified by name. With respect to incoming wire transfers that do not indicate an account number recognizable to us, we may return the wire transfer to the sending financial institution without incurring any liability.

### **Reverse Wire Transfers**

**a. Authorized Debits.** If requested by you and we agree, you authorize us to debit your account(s) upon receipt of a Fedwire drawdown request, and to send funds to the requesting bank. Each such transfer will be done on the Business Day we receive the incoming request from the requesting bank if the request is received within a reasonable time to determine whether your account has sufficient collected funds and to obtain access to the Federal Reserve network prior to the close of business.

**b. Reverse Wire Funding.** You agree not to transmit any reverse wire request in excess of available collected balances on deposit in the designated account(s). We may (but are not obligated to) reject any reverse wire request in excess of the collected and available balance. The requesting bank will be notified if we reject the request.

**c. Authorizations.** Your authorization for reverse wire requests shall remain in effect until you give us written notice to the contrary. We will have a reasonable time, as determined by us in our sole discretion, to act on any written notice received from you.

**d. Limitation on Our Liability.** In consideration of our compliance with this agreed authorization for reverse wire requests, you understand and agree that our treatment of any debit for a reverse wire transfer, and our rights with respect to it, shall be the same as if the entry were initiated personally by you. You further understand and agree that we shall have no liability if any such debit is dishonored.

**e. Request for Credit.** We may, in our sole and absolute discretion, submit a non-value, request for credit message (a "Drawdown") on your behalf through Fedwire. We shall have no liability as to the results of any such Drawdown request.

### **Provisional Credit**

You understand and agree that when your account is credited for an incoming wire transfer, such credit shall be provisional until we receive final settlement for such wire transfer, and if final settlement is not received, we shall be entitled to a refund of the amount credited to your account.

### **Disclaimer of Warranties**

We do not and cannot warrant that our wire transfer services will operate without errors, or that any or all wire transfer services will be available and operational continuously and without interruption at all times. **WE PROVIDE WIRE TRANSFER SERVICES “AS IS” AND “AS AVAILABLE”. IN ADDITION TO DISCLAIMERS OF WARRANTIES CONTAINED ELSEWHERE IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE WIRE TRANSFER SERVICES, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

### **Instant Payment Services**

This section describes our instant payment services and the additional terms applicable to these services. We may limit the availability of these services at any time, and all of these services may not be available at each Bank location. We may require you to sign a separate agreement to obtain these services. If there is a conflict between the subject matter of the separate agreement and this Agreement, the separate agreement will control to the extent of the conflict.

Instant payments are digital payment methods for moving money electronically in real time, through an electronic payments network. There is no guarantee that we will make instant payments available to you, and we reserve the right not to provide access to instant payments in the future, regardless of this section. In the event we make instant payments available to you, the following terms apply to any instant payments sent or received to your account through an instant payments network, which may be the RTP® network operated by a third party, The Clearing House, or FedNow, operated by the Federal Reserve (each, a “Network”). We reserve the right to impose limits on the amount and frequency of instant payments sent or received through an instant payments network. In our sole discretion, we may provide access to other instant payments networks in the future.

- a. Instant payments made or received through the RTP® network, a service from the Clearing House allowing for eligible depository institutions to provide immediate payment services for between bank accounts 24 hours a day, 365 days a year, are governed by the network guidelines under Section 4A of the UCC without regard to its conflict of laws principles.
- b. Instant payments made or received through FedNow, an instant payment service developed by the Federal Reserve allowing eligible depository institutions to provide instant payment services for real-time payments between bank accounts 24 hours a day, 365 days a year, are governed by Section 4A of the UCC as incorporated by Regulation J, Subpart C, and the EFTA. In the event of an inconsistency between the provisions of subpart C and the EFTA, the EFTA shall prevail to the extent of the inconsistency. Instant payments networks may be used only for eligible payments between a sender and receiver whose accounts are located in the United States. You may not send or receive instant payments into an account not domiciled in the United States. Instant payments that are permitted under the rules of the RTP® network and FedNow, in addition to our requirements are considered eligible payments for purposes of this Agreement. Instant payments are considered irrevocable and cannot be reversed. If we receive a request to return an instant payment previously credited to your account, we may attempt to contact you but will have no liability for failing to do so. Any dispute

between you and a sender or recipient must be resolved directly between you and the sender or recipient, and you agree that the Bank will have no liability in connection with such a dispute.

## **Zelle® Network Services Agreement**

This Zelle Network® Services Agreement (“Zelle Services Agreement”) section contains the terms and conditions that govern your use of the optional Zelle Service (as defined herein) that we offer as part of our Electronic Banking services. You understand and agree that your use of the Zelle Service described herein is subject to the specific terms and conditions of this Agreement and any separately provided specific terms and conditions governing your account as amended from time to time. In the case of inconsistency between the terms of this Agreement and those of any separately provided specific terms and conditions governing your account, the terms of this Agreement shall control with respect to your use of the Zelle Service. Your use of the Zelle Service also will be subject to any terms or instructions appearing on a screen when using the Zelle Service.

### **Description of Services**

We have partnered with the Zelle Network (“Zelle”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Zelle Service”). We will refer to financial institutions that have partnered with Zelle as “Network Banks.” Zelle provides no deposit account or other financial services. Zelle neither transfers money nor moves money. You understand that you may not establish a financial account with Zelle of any kind. All money transferred through the Zelle Service will be transmitted by a Network Bank. **THE ZELLE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.**

### **Eligibility and User Profile; Amendments to Zelle Services Agreement**

When you enroll to use, proceed to use, or otherwise access the Zelle Service, or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Service, you agree to the terms and conditions of this Zelle Network Services Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. You understand and agree that we may supplement, amend or change this Zelle Network Services Agreement at any time and in our sole discretion, including, without limitation, applicable fees and service charges. We generally will send you advance written notice of an adverse change. However, we may supplement, amend or change this Zelle Services Agreement without prior notice to you unless otherwise required by applicable law. No such amendment or change will apply to any dispute with you arising, or arising out of events occurring, prior to such amendment or change, as to which we receive actual notice. If we supplement, amend or change this Zelle Services Agreement, the newly updated (most current) version of the Zelle Services Agreement, as posted on our website and/or the sites within the Zelle Service, or as confirmed to you by sending you written notice of the amended or changed terms by electronic mail or U.S. postal mail, supersedes all prior versions and, together with the terms set forth in this Agreement, contains the terms and conditions governing your use of the Zelle Service as of the effective date of the newly updated version. If you continue to use the Zelle Service after we have made any such changes you will be deemed to have accepted and agreed

to all such changes. Please access and review this Zelle Services Agreement regularly. If you find this Zelle Services Agreement unacceptable to you at any time, promptly cancel your profile and enrollment to use or access the Zelle Service, and immediately discontinue your use of the Zelle Service.

You represent that:

- (a) you are at least eighteen (18) years of age,
- (b) you are a U.S. resident (not including U.S. territories), and
- (c) you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Zelle Service to send to, or request or receive money from, anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law. You agree that you will not authorize a third party to use the Zelle Service or share your credentials with a third party to use the Zelle Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

You understand and agree that the Zelle Service is intended for personal, not business or commercial use, and that not all types of accounts are eligible to be used with the Zelle Service.

You agree that you will not use the Zelle Service to send or receive payments in connection with your business or commercial enterprise.

We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle Service if we believe that you are using it for business or commercial purposes, or in a manner that exposes us to liability, reputational harm or brand damage, or for any unlawful purpose.

**Content Standards:** You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle Service that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or (f) in Zelle's or our sole judgement, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle Service, or which may expose us, Zelle, or our respective affiliates or customers to harm or liability of any nature. Although neither we nor Zelle have any obligation to monitor any content, both we and Zelle have absolute discretion to remove content at any time and for any reason without notice. We and Zelle may also monitor such content to detect and prevent fraudulent activity or violations of the terms and indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Zelle Service. The Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your "Zelle tag." You will be limited to one Zelle tag per bank account, and each Zelle tag must have one U.S. mobile number or email address associated with it. Your Zelle tag must meet the Content Standards. You may not select a Zelle tag that misleads or deceives other Users of the



Zelle Service of your identity, or otherwise. Although neither we nor Zelle have any obligation to monitor User Zelle tags, both we and Zelle have absolute discretion to remove a User Zelle tag at any time and for any reason without notice. We and Zelle may require you to change your Zelle tag in our sole discretion, and we may elect to make a Zelle tag unavailable to you, without any liability to you. We and Zelle may also monitor User Zelle tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle Service, you may be exposed to a Zelle tag that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any User Zelle tags, including any loss or damage caused thereby. We and Zelle make no representation or warranty that a User Zelle tag accurately identifies a particular User of the Zelle Service. We respect the intellectual property of others and require that users of the Zelle Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the user of our products or services for users who publish Content on the Zelle Service that is subject to intellectual property rights claims.

When you enroll to use the Zelle Service, you may establish one or more profiles. You may link each profile to only one bank account and/or debit card issued in conjunction with your U.S. domestic (not including U.S. territories) account. You may enroll more than one email address, U.S. mobile phone number or other alias with a profile, but you may not establish more than one profile with the same mobile phone number or email address.

### **Consent to Share Personal Information (Including Account Information)**

By accepting this Zelle Services Agreement, you consent to our disclosure of your personal information (including, but not limited to, your name (first and last name), address, mobile or other telephone number, email address, and bank account information) to Zelle, other Network Banks or to other third parties in connection with or to facilitate your access to and/or use of the Zelle Service including, without limitation, for the following purposes:

- As necessary for other Network Banks to complete money transfers between you and other Users;
- As necessary to resolve a problem related to a transfer or payment between you and another User;
- To verify the validity of your bank account;
- To verify the validity of your debit card;
- To comply with government agency or court orders;
- To our affiliates, to the fullest extent permitted by applicable law;
- To verify your identity for purposes of compliance with applicable law, including, without limitation, the USA Patriot Act;
- To comply with inquiries in connection with fraud prevention or any investigation;
- For our general internal business purposes, including, without limitation, data analysis or audits; or
- As otherwise permitted by the terms of our Privacy and Information Security Notice.

### **Privacy and Information Security**

We make security and the protection of your information a top priority. You can access our Privacy and Information Security Notice at <https://www.plainscapital.com/privacy-disclosures/>, which Notice is incorporated into and made a part of this Agreement for all purposes by this reference. However, you understand and acknowledge that you irrevocably waive any and all portions of our Privacy and Information Security Notice which

would prevent our providing your name, address, mobile or other telephone number, and email address in connection with your sending or receipt of any money by use of the Zelle Service.

### **Wireless Operator Data**

We or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle Service. By using the Zelle Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship.

### **Enrolling for the Service**

You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent, text- message- enabled U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Zelle Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

Once enrolled, you may authorize a debit of your account to send money to a User, either at your direction or at the request of that User; and receive money from another User, either at that User’s initiation or at your request, subject to the terms and conditions of this Agreement. If at any time while you are enrolled, you do not send or receive money using the Zelle Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Service until you enroll again. Once enrolled, a Z logo may appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo may be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle.

### **Consent to Emails and Automated Text Messages**

By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Zelle tag, and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle, from other Users who are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Zelle Service or related transfers between Network Banks and you. You agree that we or our agents, Zelle or its agents, and other Network Banks or their agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree that:

a. You are responsible for any fees or other charges that your

wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.

c. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name. You further understand and agree that each time you initiate a request to send or receive money through the Zelle Service, you are authorizing and instructing us to send an email or text message to the recipient and that we may, at our sole discretion, send a reminder email or text message to the recipient.

d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.

e. We may, at any time and in our sole discretion, decline to use or to continue to use any email address or mobile phone number provided to us by any person.

f. To cancel text messaging from us, reply STOP to the text message, or send STOP to 20736. For help or information regarding text messaging, reply HELP to the text message, or send HELP to 20736 or contact our customer service at 1-866- 762-8392. You expressly consent to receipt of a text message to confirm your "STOP" request.

### **Receiving Money; Money Transfers by Network Banks**

Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle tag enrolled with the Zelle Service, you have no ability to stop the transfer. By using the Zelle Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification, or text notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

You understand and acknowledge that we have no control over the actions of other Users or other Network Banks that could delay or prevent a transfer of money to you.

### **Sending Money; Debits by Network Banks**

You may send money to another User at your initiation or in response to that User's request for money. You understand that your use of the Zelle Service shall at all times be subject to (i) this Zelle Services Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Bank to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle Service. If the person you

sent money to has already enrolled with Zelle, either in the Zelle mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money, the transfer will occur in minutes when the recipient's email address or U.S. mobile number is already enrolled with Zelle or a Network Bank; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, either in the Zelle mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification, text notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended user.

### **Liability for Sending and Receiving Money**

To the fullest extent permitted under applicable law, neither we nor Zelle shall have any liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle, to complete a transaction in the correct amount, or (ii) any related losses or damages. Our liability for failure to complete transfers that debit or credit a consumer account governed by Regulation E on time or in the correct amount according to your instructions is set forth below in the section titled Electronic Fund Transfer Agreement and Regulation E.

Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Zelle Service.

**THE ZELLE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE THE ZELLE SERVICE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).**

**YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ENTERING THE CORRECT MOBILE PHONE NUMBER OR EMAIL ADDRESS FOR THE PERSON WHO YOU ARE SENDING MONEY TO OR REQUESTING MONEY FROM, AND THAT YOU, NOT WE OR ZELLE OR OTHER NETWORK BANKS, ARE RESPONSIBLE FOR ANY AMOUNTS THAT ARE TRANSFERRED TO THE INCORRECT PERSON AS A RESULT OF YOUR ENTERING THE INCORRECT MOBILE NUMBER OR EMAIL ADDRESS.**

**YOU ALSO AGREE THAT YOU, NOT US, ZELLE OR OTHER NETWORK BANKS, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE ZELLE SERVICE.**

### **Send Limits**

The dollar amount of funds that you may send may vary depending on the type of account from which the funds are sent, the recipient and/or the transaction history for each recipient. For more information on our transfer limits, refer to the “Transfer Types and Limitations” subsection of the Electronic Fund Transfer Agreement and Regulation E section below, the terms of which are incorporated into this Zelle Services Agreement by reference.

You also understand and acknowledge that the dollar amount of funds that you can send to a new recipient may be limited. Transfer limits, if any, applicable to the owner of an account at another Network Bank also may apply in accordance with the Zelle Service terms of such other Network Bank. Additionally, all transfer limits may be subject to temporary reduction to safeguard customer account security or the transfer system, as we deem appropriate in our sole discretion. We reserve the right to change from time to time the dollar amount of funds that you may send using the Zelle Service.

### **Requesting Money**

You may request money from another User or Users. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide, in our sole discretion, or Zelle may decide, in its sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Zelle Services Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. To the fullest extent permitted under applicable law, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys’ fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us, by Zelle, or by other Network Banks. Neither we, Zelle, or the other Network Banks assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money. You understand and agree that we make no representations or warranties concerning the genuineness or accuracy of any request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

### **Disclosures Under the Electronic Funds Transfer Act and Regulation E**

The Disclosures Under the Electronic Fund Transfer Act set forth in the Electronic Fund Transfer Agreement and Regulation E section of this Agreement apply equally to your use of the Zelle Service, which disclosures are incorporated into this Zelle Services

Agreement by reference as is fully set forth herein. In this regard, we strongly recommend that you familiarize yourself with all such disclosures including, without limitation, the disclosures set forth in the Your Liability in Case of Loss, Theft or Unauthorized Transfers subsection, the Contact in Event of Unauthorized Transfer subsection, the In Case of an error or Question About Your Electronic Transfers subsection, and the Our Liability for Failure to Complete Transactions subsection of the Electronic Fund Transfer Agreement and Regulation E section of this Agreement.

### **Fees**

We currently do not charge any service fee for your use of the Zelle Service. We reserve the right to charge a fee in the future for any Zelle Service, and we or Zelle may develop new uses or additional services for which a fee may apply. If we process a transfer in accordance with your instructions that overdraws your account, we may assess a fee or charge interest for any such overdraft to the extent permitted and in accordance with the terms of your Deposit Agreement and any optional overdraft services for transfers in which you are enrolled. You understand and agree that we will not be liable for a failure to pay any transfer request that is not drawn against available funds credited to the designated account. You understand and agree that we have no responsibility for any fees that any other Network Bank or your mobile carrier may charge you in connection with your transactions.

### **Cancellation of the Zelle Service**

You may cancel your use of the Zelle Service at any time by calling us during call center hours at our call center number, 1-866-762-8392.

Additionally, if you enroll in the Zelle Service at another financial institution you may have the option of transferring your associated email address or U.S. mobile phone number to such other financial institution. Cancelling your use of the Zelle Service will result in your no longer being able to access or use the Zelle Service, and you will not receive a refund of any applicable service fees, if any. By cancelling the Zelle Service, pending, repeating and future-dated transfers also will be terminated; however, any transfers in process cannot be cancelled by you and will be completed to or from your associated account. Cancellation of the Zelle Service will not cancel your other online services or your account relationships, if any, with us.

### **Right to Terminate Access**

To the fullest extent permitted by applicable law, we may terminate or suspend this Zelle Services Agreement, or terminate or suspend your use of Zelle Service, in whole or in part, at any time for any reason at our sole discretion, without cause and without prior notice, and including, without limitation, if we determine in our sole discretion that you have used the Zelle Service in a manner which we deem to be illegal or damaging to our business image. Any obligations or liabilities you have incurred prior to the date of termination shall survive the termination of this Zelle Services Agreement or Zelle Service.

### **Disclaimer of Warranties**

**IN ADDITION TO DISCLAIMERS CONTAINED ELSEWHERE IN THIS AGREEMENT AND/OR ELSEWHERE IN THIS ZELLE SERVICES AGREEMENT, AND EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, WE AND ZELLE MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE SERVICE. WE AND ZELLE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED**

**WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE WARRANT THAT THE ZELLE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.**

#### **Limitation of Liability**

**IN ADDITION TO LIMITATIONS OF LIABILITY CONTAINED ELSEWHERE IN THIS AGREEMENT AND/OR ELSEWHERE IN THIS ZELLE SERVICES AGREEMENT, AND EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE OR ZELLE, OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AGENTS OR OTHER NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE SERVICE DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE SERVICE DESCRIBED OR PROVIDED, EVEN IF ZELLE OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH OUR OR ZELLE'S SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE SERVICE.**

**TO THE EXTENT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY UNDER APPLICABLE LAW, ANY LIABILITY OF US, ZELLE, THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).**

#### **Indemnification**

**In addition to indemnification provisions provided elsewhere in this Agreement and/or elsewhere in this Zelle Services Agreement, you acknowledge and agree that you are personally responsible for your conduct while using the Zelle Service, and except as otherwise provided in this Agreement, and subject to applicable law, you agree to indemnify, defend and hold harmless us and Zelle, and their respective owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Zelle Service, or any violation by you of the terms of this Zelle Services Agreement.**

#### **Miscellaneous, Agreement to Arbitration, and Class Action Waiver**

**Subject to the terms of this Zelle Services Agreement, the Zelle Service is generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. Live customer service generally will be available Monday through Friday, excluding US bank holidays. Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license. You further acknowledge and agree that, for any claims or disputes you assert against Zelle and Early Warning Services, LLC, Zelle and Early Warning Services, LLC are entitled to enforce**

against you the provisions of the Zelle Services Agreement or this Agreement regarding arbitration and waiver of class action rights or claims.

### **Electronic Fund Transfer Agreement and Regulation E**

The term “Electronic Funds Transfer” or “EFT” means any transfer of funds that is initiated through an electronic terminal, telephone, computer or magnetic tape for the purpose of ordering, instructing or authorizing a financial institution to debit or credit a consumer’s account. The term includes, but is not limited to the following:

- POS transactions
- ATM transfers
- Direct deposits or withdrawal of funds using ACH
- Transfers initiated by telephone
- Transfers resulting from debit card transactions, whether or not initiated through an electronic terminal

However, the term “Electronic Funds Transfer” or “EFT” generally does not include, without limitation, the following:

- Any transfer of funds originated by check, draft, or similar paper instrument; or any payment made by check, draft or similar paper instrument at an electronic terminal
- Any transfer of funds that guarantees payment or authorizes acceptance of a check, draft or similar paper instrument but that does not directly result in a debit or credit to a consumer account
- Any transfer of funds through Fedwire or through a similar wire transfer system that is used primarily for transfers between financial institutions or between businesses
- Any transfer of funds you have authorized us to make to another of your accounts at PlainsCapital Bank
- Any transfer of funds the primary purpose of which is the purchase or sale of a security or commodity, if the security or commodity is: (i) regulated by the Securities and Exchange Commission or the Commodity Futures Trading Commission; (ii) purchased or sold through a broker-dealer regulated by the Securities and Exchange Commission or through a futures commission merchant regulated by the Commodity Futures Trading Commission; or (iii) held in book-entry form by a Federal Reserve Bank or federal agency
- Any transfer of funds that: (i) is initiated by a telephone communication between you and the Bank; and (ii) does not take place under a telephone bill-payment or other written plan in which periodic or recurring transactions are contemplated
- Certain other transactions that are excluded by Regulation E issued by the U.S. Federal Reserve Board

### **Disclosures Under the Electronic Fund Transfer Act and Regulation E**

The following disclosures apply to consumer accounts established primarily for personal, family or household purposes. Electronic funds transfers made in relation to a consumer account generally are governed by regulations issued by the Federal Reserve Board of Governors and the Electronic Fund Transfer Act, as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act and restated by the Bureau of Consumer Financial Protection. Similar electronic funds transfers made in relation to a business or commercial account or purpose generally are governed by common law, the Texas Business and Commerce Code and/or applicable federal law, regulation or rule.

### **Your Liability in Case of Loss, Theft or Unauthorized Transfers**

Tell us at once if you believe your card, card number or PIN, or other device or code utilized to access your account has been lost, stolen or you learned your card, card number or PIN was used by an unauthorized person, or if you believe that an EFT has been



made without your permission using information from your check. Telephoning us is the best way to limit your potential losses. You could lose all the money in your account (plus your maximum overdraft line of credit). To report a lost or stolen card, call 1-866-762-8392 (Customer Service) immediately so the card can be closed quickly, or write to us at the address provided below for "Contact in Event of Unauthorized Transfer."

If you tell us within two (2) business days after you learn of the loss or theft of your card, card number or PIN, you can lose no more than \$50 for an unauthorized EFT or a series of related unauthorized transfers should someone use your card, card number or PIN without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by card, card number, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Lesser liability may be applicable as stated in the section titled "Zero Liability" Policy for Unauthorized Mastercard Debit Card Transactions.

You should also note that when you give someone your card, card number or PIN, you are authorizing that person to use your card and you are responsible for all transactions that person performs with your card, card number or PIN. These transactions are authorized transactions. Transactions by a formerly authorized person are considered unauthorized only after you notify us that the person is no longer authorized.

If your device allows access to anyone other than you via fingerprint, facial recognition or other biometric recognition, that person will also be able to access your downloadable applications on the same device when enabled, and any transaction(s) that person initiates will be considered authorized.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

### **Contact in Event of Unauthorized Transfer**

If you believe your card, card number or PIN has been lost or stolen, call us immediately at 1-866-762-8392 so the card can be closed quickly, or write to us at: PlainsCapital Bank, Attn: Electronic Services, 5010 University Avenue, Lubbock, TX 79413.

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.

### **Business Days**

For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included.

### **Transfer Types and Limitations**

Account access. You may use your card to:

- Withdraw cash from your checking or savings account
- Make deposits to your checking or savings account
- Transfer funds between your checking and savings accounts whenever you request
- Pay for purchases at places that have agreed to accept the card or code

- Pay bills directly from your checking or savings account in the amount and on the days you request
- Obtain balance information about your linked checking, savings or money market.

Some of these services may not be available at all terminals. You authorize us to act on the instructions you give us through ATMs. Different services are available at PlainsCapital Bank ATMs than at non-PlainsCapital Bank ATMs, and fees generally apply for use of non-PlainsCapital Bank ATMs (please refer to the ATM/MasterCard Debit Card Fees section below).

From time to time we may amend, add or remove services available at ATMs, and we may place or change limits on the number or dollar amount of the transactions you may make.

### **Electronic Check Conversion**

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- Pay for purchases
- Pay bills

### **Limitations on One-Time Debit Card Transactions and Some ATM Transactions**

- If you have authorized us to pay overdrafts on ATM transactions, we may, at our discretion, decline your ATM withdrawal request if your available account balance is not sufficient to cover the withdrawal or we may complete the withdrawal and overdraw the account.
- If you have not authorized us to pay overdrafts on ATM transactions, we will decline your ATM withdrawal request if your available account balance is not sufficient to cover the withdrawal.
- If you have authorized us to pay overdrafts on your one-time debit card transactions (either signature- or PIN-based), we may, at our discretion, decline your one-time debit card transaction (either signature- or PIN-based) if your available balance is not sufficient to cover the transaction or we may complete the transaction and overdraw the account.
- If you have not authorized us to pay overdrafts on your one-time debit card transactions (either signature- or PIN-based), we will decline your one-time debit card transaction (either signature- or PIN-based) if your available balance is not sufficient to cover the transaction.

The information about your account balance that you receive at an ATM is your available balance for that business day.

### **Confidentiality**

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

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

There may be other circumstances under which we will disclose information to third parties about your account or the transfers you make, to comply with applicable law, rule or regulation.

### **Terminal Transfer Receipts**

You have the option to get a receipt at the time you make any transfer to or from your account using one of our ATMs.

### **Preauthorized Credits**

If you have arranged to have direct deposits made to your account

at least once every sixty (60) days from the same person or company, you may call our Customer Service number, 1-866-762-8392, to find out whether or not the deposit has been made.

### **Periodic Statements**

You will get a monthly account statement (unless there are no transfers in a particular month). In any case you will get the statement at least quarterly.

### **Stop Payment of a Preauthorized Transaction**

Please see the Stop Payments section of this Agreement for a thorough overview on stop payments.

If you have told us in advance to make regular payments out of your account, and you want us to stop payment on a regularly scheduled or preauthorized ACH payment that comes out of your account, you must contact us at least three (3) business days before the payment is scheduled to be made. Card transaction payment cancellations are only permissible on recurring preauthorized transactions. You may place a debit card payment cancellation or stop payment on a regularly scheduled or preauthorized ACH payment in any of the following ways:

<b>In Person:</b>	By visiting any of our branch locations.
<b>Telephone:</b>	By calling PlainsCapital Bank Customer Service at 1-866-762-8392.
<b>Mail:</b>	By mailing your request to: PlainsCapital Bank Attn: Deposit Support 5010 University Avenue Lubbock, TX 79413

If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. For further confirmation, we may mail you a stop payment verification notice. Should we mail you a stop payment verification notice and the information in said notice is NOT correct you must notify us immediately. If you did not request the stop payment be placed on your account you must notify us immediately. Otherwise the stop payment will be valid for 6 months. You will incur stop payment charges as disclosed in the current fee schedule.

### **Notice of Varying Amounts of Preauthorized Payments**

If you have arranged to have preauthorized transfers from your account that may vary in amount, the designated payee will tell you, at least ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to receive 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.)

### **Our Liability for Failure to Stop Payment of Preauthorized Transactions**

If you request a stop payment for a preauthorized payment at least three (3) business days before the transfer is scheduled and we fail to stop the payment, we will be liable for your losses or damages.

### **Our Liability for Failure to Complete Transactions**

The following description of our liability to you is not meant to be a full explanation of either your or our legal rights or obligations, which may vary, depending on applicable laws. 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 available funds in your account to make the transfer;
- If the ATM where you are making the withdrawal does not have enough cash;

- If the ATM, terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- If your card, card number or PIN has been reported to be, or suspected of being, lost or stolen, and we have taken action to prevent transfers with the card, card number or PIN;
- If your account is subject to some legal process, right of setoff or encumbrance restricting the transfer;
- If an account becomes dormant, in which case we may eliminate card access to that account.

There may also be other exceptions stated in any of our agreements with you, to the extent permitted by law, or as otherwise permitted by law. For example, we will not be liable for any special, incidental, exemplary, punitive or consequential damages.

### **ATM Fees**

When you use a non-PlainsCapital Bank ATM, besides the fee we may charge listed in the Schedule of Fees under the heading ATM/MasterCard Debit Card Fees, you may be charged a fee by the ATM owner/operator.

If there is such a fee, you will be told how much it is before you complete the withdrawal. If you decide to withdraw the money, the amount of the withdrawal, plus the ATM operator fee, plus any applicable PlainsCapital Bank fees will be deducted from your account at the time of the transaction.

In addition to the fees that we may charge, the ATM operator may or may not charge a fee for a balance inquiry and/or a funds transfer even if the balance inquiry is part of a larger transaction.

### **In Case of an Error or Question About Your Electronic Transfers**

In case of errors or questions about your electronic transfers including ACH, ATM, external transfers, POS or signature based card transaction, notify us as soon as you can by telephone at 1-866-762-8392 (Customer Service) or write us at PlainsCapital Bank, Attn: Electronic Services, 5010 University Avenue, Lubbock, TX 79413, 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 sixty (60) days after we have sent you or otherwise made available the FIRST statement on which the problem or error appeared. When you call or write us, we will need the following information:

- Tell us your name, account number and, to the best of your knowledge, when the error occurred.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will give you provisional credit within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within ten (10) business days, we may not provide provisional credit to your account. You agree to cooperate during the investigation and to complete all the

necessary claim forms or similar affidavits.

If the alleged error involves a new account, a transfer resulting from a point-of-sale transaction, or a transaction initiated outside a state, territory, or possession of the United States (a foreign-initiated transaction), we may take up to ninety (90) days (instead of 45) to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days (instead of 10) to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents that we used in our investigation. For the purpose of this section, an account is considered a new account for a period of thirty (30) days from the date of the first deposit to the account.

### **Notice About Electronic Check Conversion**

When you provide a check payment, you authorize us either to use information from your check to make a one-time fund transfer from your account or to process the payment as a check transaction.

### **Collection of Returned Item Fees via EFT**

If your payment is returned unpaid, you authorize us to make a one-time EFT from your account to collect a fee in the amount stated in our Schedule of Fees.

### **Internet Banking, Mobile Banking and Bill Payment Services**

Additional account access terms and limitations on transfers associated with PlainsCapital Bank Internet Banking, Mobile Banking and bill payment services are set forth in the Electronic and Internet Banking System section of this Agreement and the PlainsCapital Bank Bill Payment Services –Terms and Conditions.

### **Mastercard Debit Card Transactions**

Federal law or regulation may limit your liability for unauthorized transactions processed through the VISA network or Mastercard system (such as a signature-based transaction when using a personal VISA debit card or Mastercard debit card without use of your PIN) and the liability limits differ from those set forth above, but you may still be liable in some circumstances.

### **Mastercard Zero Liability**

Under Mastercard's Zero Liability policy (as may be modified by Mastercard), you may not be held responsible for unauthorized purchases using your Mastercard card, provided the following conditions are met:

- You exercised reasonable care in safeguarding your card from risk of loss or theft; and
- Upon becoming aware, you promptly reported the loss or theft to us;

To the extent permitted by law, we may reasonably determine that you failed to exercise reasonable care in safeguarding your card from risk of loss or theft if you do not report one or more unauthorized card transactions to us within sixty (60) days of the date when the statement reflecting the transaction(s) was sent or otherwise made available to you. Zero Liability does not apply to the following Mastercard payment cards: commercial cards, unregistered prepaid cards or gift cards, except for Mastercard commercial cards used for small businesses as identified by Mastercard.

Provided further that:

- The zero liability policy applies to electronic funds transfers or transfers on the account involving use of a card or card

number and made in a store, over the telephone, online, or via a mobile device and ATM transactions, but does not apply to unauthorized electronic fund transfer or transfers which do not involve the use of a card or card number or debit PIN transactions not processed by Mastercard.

- We consider a transaction unauthorized if it is initiated by someone other than you (the cardholder) without your actual or apparent authority. A transaction is not considered “unauthorized” if you furnish the card, card number or other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person then exceeds that authority, or for any other reason we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use.

### **Cardholder Responsibility**

You must have (or open) a PlainsCapital Bank checking or savings account to be eligible for PlainsCapital Bank Mastercard Debit Card. You may visit a customer service representative at any of our convenient locations to request a card. You will provide a personal identification number (PIN) that will be used to perform withdrawal and debit (POS) transactions. You may also request a card by calling us. The card will be mailed to your address on file, and you will set your PIN when activating the card. You agree to use your card only in the manner and for the purpose described in this Agreement. If you attempt to use your card in any other manner or for any other purpose, we may decline the transaction or at our sole discretion, we may complete it without incurring any obligation to honor the same type of transaction on future occasions. You must sign the back of the card immediately. You will take reasonable precautions to prevent unauthorized use of your card or disclosure of your PIN. If you have overdrawn your account in connection with a transaction, you must promptly repay us. You agree not to use or attempt to use an expired, revoked or otherwise invalid card. Before using your card, you need to activate it in one of the following ways:

1. Call the toll free number on the sticker attached to the front of the card; or
2. Perform a transaction at any ATM or POS merchant terminal, using the four-digit PIN you selected for the card.

Remember, do not write your PIN on your card or carry the PIN with you. This reduces the possibility of someone using your card without your permission if it is lost or stolen. You may change your PIN by calling customer service at 866-762-8392 or by bringing the card into one of our branches.

### **PINless Debit Transactions**

Your PlainsCapital Bank Debit Card allows you to conduct transactions on the NYCE and Cirrus debit networks, which will generally require you to enter your PIN. Various merchants are authorized to accept debit transactions without requiring you to enter your PIN; these transactions are called “PINless debit transactions.”

### **Mobile Payment Products**

For further information regarding Mobile Payment Products (such as, for example, Apple Pay®), please refer to the applicable terms and conditions located on our website at <https://plainscapital.com/mobilewallet>.

### **ATM Security**

Automated Teller Machines (ATMs) offer a quick and convenient way for bank customers to withdraw cash and make simple transactions. By taking a few precautionary measures while you are using an ATM, you can ensure the safety of yourself and

those around you at the ATM. Overall, we recommend that you use common sense and exercise caution before, during and after using an ATM. The following are a few safety tips.

### **Security at Walk-up and Drive-up ATMs**

- Observe your surroundings before, during and after using an ATM. Observe the entire area from the safety of your car before getting out of your vehicle or using the drive-up ATM. If you see anyone or anything suspicious, leave the area at once.
- If an ATM is obstructed from view or poorly lit, go to another ATM. Report the problem to the financial institution operating the ATM.
- While waiting in line for the drive-up ATM, keep your engine running, doors locked and windows up. Leave enough room between cars to allow for a quick exit if necessary.
- At walk-up ATMs, park as closely as possible to the terminal.
- When possible, take a companion along when using an ATM, especially at night.
- Minimize time spent at the ATM by having your card out and ready to use. If the ATM is in use, give the person using the terminal the same privacy you expect. Allow them to move away from the ATM before you approach the terminal.
- When conducting your transaction, stand in front of the ATM to keep your PIN and transaction amount from public view. Upon completing your transaction, make sure that the terminal reflects that the transaction is complete, and take your money, card and receipt and move away from the terminal.
- If an ATM appears to have been altered or otherwise appears unusual, do not use it.
- If you suspect that an ATM is not functioning properly, cancel your transaction, remove your card from the terminal and go to another ATM.
- If you see anyone or anything suspicious while conducting a transaction, cancel your transaction, remove your card from the terminal and leave immediately.
- If anyone follows you after you have made an ATM transaction, go immediately to a crowded, well-lit area and call the police.

### **Keeping your Card Secure**

- Keep your card in a safe place. Store your card in a card sleeve to protect the card's magnetic stripe and to ensure the card functions properly.
- Protect your card just as you would cash, checks or a credit card.
- Keep your personal identification number (PIN) a secret. Your card only works at an ATM with your PIN. Memorize your PIN and never write it on your card or store it with the card. Never tell your PIN to anyone or let anyone else enter your PIN for you.
- Take your ATM receipt with you. Do not leave it at or near the ATM.
- Do not give out any information about your card over the telephone. No one needs to know your PIN - not even your financial institution.
- Report a lost or stolen card immediately. Promptly report a stolen card and you will be issued another card.
- Change your PIN from time to time, and always use a unique PIN and not one based on a number that can be easily determined.
- Check your receipts against your monthly statement to guard against fraud. You get a receipt every time you make an ATM transaction. Verify each transaction by checking the receipts

against your monthly account statements.

- Verify your debit card transactions every month against your bank statement. Unauthorized or erroneous transactions must be reported to PlainsCapital Bank promptly.

### **Card Use and Limitations**

In addition to the Disclosures under the Electronic Fund Transfer Act and Regulation E, and Other Disclosures above, by using your card you understand and agree to the following:

**Point-of-Sale and Signature-Based Purchases with your Card** You may use your card and PIN to pay for goods and services and to receive cash back from the transaction at retail locations that accept ATM cards. The merchant may limit the amount of cash back. In addition, you can also use your card to make purchases as “credit” at merchants that display the Mastercard logo. You may be asked to sign a sales slip, withdrawal slip or some other type of document, or just provide your card number.

Each time you use your card to purchase goods or services or to obtain cash at a merchant, you authorize us to deduct the amount of the transaction, including any fees, from your deposit account. If the merchant's terminal allows you to choose debit (you use your PIN) or credit (you do not use your PIN), the amount of the transaction is deducted from your deposit account. It is not a credit card transaction and your card is not a credit card.

### **Temporary Debit Card Holds**

When you use a debit card for a purchase, the merchant will send your card number and the purchase amount to the Bank for an approval or authorization. This authorization generally confirms that an account is open and the purchase amount is available. For such purchases, we have the right to place a temporary hold on your account in an amount equal to this authorization amount received, and the funds for the purchase amount are then deducted from the available balance. When the Bank receives the actual transaction from the merchant, the hold amount is released and the transaction is presented for payment against the account in our stated Order of Payment.

If the transaction has not been received by us within two (2) business days for most in-person transactions or up to seven (7) business days for certain Internet transactions as defined by the card networks, the hold expires and the available balance will increase by that amount. The merchant may still settle a transaction after the hold expires and we will honor the transaction. There are times, for example, at restaurants, for gas purchases, car rentals or hotels, that merchants won't know the exact amount of your purchase when they request the authorization. This means the authorization could be for an amount higher or lower than your actual purchase amount. Keep this in mind, because it could temporarily affect your available balance if your hold amount is different than your actual purchase amount. Therefore, it is extremely important that you are diligent about recording the actual transaction amount in your records. Once the merchant sends the transaction and it posts on your account, you can view the transaction through Internet Banking, or Mobile Banking if the account is enrolled in Mobile Banking. Your available balance is immediately affected by authorizations we provide merchants and we pay items presented based on your available balance and in accordance with our stated Order of Payment.

### **Refunds and Stop Payments**

You do not receive cash refunds for returns of merchandise or services purchased using your card. When a merchant gives you a refund for a purchase made using your card, the refund is made



giving credit to the card. This credit will appear on your account. You may not place a stop payment on any POS, ATM or debit card transaction. You must settle any disputes you have about goods and services you purchase using your card directly with the merchant.

**Recurring Preauthorized Payments**

If you give a merchant your debit card number for the purpose of billing you for recurring payments, you should notify the merchant if your card number and/or expiration date changes. We provide information to the Mastercard Automatic Biller service. Participating merchants may receive the updated card information. Not all merchants subscribe to the Mastercard Automatic Biller services, so we recommend that you notify each merchant of any changes to your card number and/or expiration date to ensure your automatic payments continue uninterrupted. In cases of reported fraud on your card, we will not provide your updated card information to the Mastercard Automatic Biller service. If you want to revoke authority for all future preauthorized payments from a particular merchant, or if your account linked to the card is closed, you should contact the merchant and tell the merchant to cancel the preauthorized payment.

**Foreign Transactions**

If you purchase goods or services or obtain cash from an ATM with your card in a currency other than US Dollars, the card network will convert the charge into a US dollar amount from your account. The conversion rate on the processing date may differ from the rate on the date of your transaction. The currency conversion exchange rate is a rate selected by the card network from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate the card network itself receives or the government-mandated rate in effect for the applicable central processing date.

**Dollar Amount Limits on Transactions**

If a Card is used to make ATM withdrawals or transfers or POS purchases, the following rules apply:

- There is no limit on the number of times a Card may be used each day as long as the disclosed daily dollar limits are not exceeded.
- The ATM daily dollar limit is the maximum U.S. Dollar amount of cash that can be withdrawn from any ATM machine within one (1) day.
- The POS daily limit is the maximum U.S. Dollar amount of purchases (including cash back, if any) that can be debited from your account within one (1) day.
- For the purpose of the daily limit, a “day” is generally defined as a 24-hour period beginning at midnight.

The standard daily withdrawal limits for a Card are the following:

ATM	\$1,010
PIN Transactions	\$2,500
(merchant purchases using the PIN)	
Credit Transactions	\$2,500
(merchant purchases using a signature)	

Our standard daily withdrawal limits for PlainsCapital Mastercard Debit Card and ATM cash withdrawals, merchant purchases with a PIN and merchant signature-based transactions are set forth in the Disclosures under the Electronic Fund Transfer Act and Regulation E section above.

At our discretion, we may establish a higher or lower daily withdrawal limit based upon your account type, account behavior or your total deposit relationship. In addition, upon your request, we may establish a higher or lower daily withdrawal limit for a temporary period. If we agree to establish a higher or lower limit for a temporary period, your limit will default to the above

standard daily limit at the end of the temporary period. If we have not established another limit for you, the standard daily limits will apply.

### **Changes to Card Limits**

At our discretion and without notice, we may establish higher daily purchase or ATM withdrawal limits based on your total deposit relationship, account activity, or other factors. We also may lower your daily purchase or ATM withdrawal limit, with notice to you in accordance with applicable law.

### **Documentation of Transfers and Transactions**

At the time you conduct an ATM transaction, POS transaction or a “credit” debit card transaction, you can receive a written receipt, or for certain merchant transactions on your election, an electronic receipt sent via email or text message, showing the following information:

- Amount
- Date
- Type of transaction
- Merchant name (if applicable)
- Identity of account
- ATM code number or the point-of sale terminal code number

### **Our Rights to Cancel or Block Your Card**

We may decide not to issue or renew a card and we may cancel or suspend your card privileges without cause or notice, other than that required by federal or state law. Your card remains our property and we may repossess it at any time. If we cancel your cardholder privileges, you must surrender the card to us upon demand or upon notice of cancellation. If the card is used other than as permitted by this Agreement, we may at our option and without waiving any rights, complete the transactions and debit or credit your account accordingly. The cancellation of card privileges does not affect other terms of your account. If we reinstate your card privileges, the terms and conditions of this Agreement applicable to your card are also automatically reinstated. If the card we send you is returned undelivered, we may restrict use of any card with the same numbers or we may close the card for your protection. If you have not used your card to conduct a transaction within the last twelve (12) months, we may close and cancel your card without any notice to you.

### **Card Fees**

If your card is lost or stolen, you may have the card replaced for a \$5 fee. If you use a non-PlainsCapital Bank ATM you may incur a surcharge fee by the ATM operator. This fee can range from \$1 up to \$5, or more. Please note that PlainsCapital Bank participates in the AllPoint Network. You will not be charged surcharge fees when you use ATMs within the AllPoint Network.

### **eStatements**

If you have requested, through Internet Banking (which required you to log in) to have eStatements made available to you, in lieu of paper statements, disclosures or notices, through the System (“eAccess”). You understand that, when your statement, disclosure or notice is ready to be viewed through the System, we will send an email notification to your primary designated email address that your periodic account statement, disclosure or notice is available to be viewed through the System. You may access your statements, notices and disclosures by logging in to the System and selecting the appropriate links.

If there is more than one depositor that is a signatory to the account, we will also send such notice(s) to any such depositor who has registered for eStatements through Internet Banking

(which required the signatory to log in); however, notice to any one depositor will be effective for all. You understand that such eAccess is governed by the E-Sign disclosure contained in the deposit agreement(s) for your account. To request a paper copy of any electronic statement, disclosure or notice provided pursuant to this consent, mail or fax your request to the address or fax number at the end of this disclosure. You may also visit any of our branch locations and speak with one of our customer service representatives for assistance.

See Miscellaneous Fees section within this Agreement for applicable research fees.

We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in electronically delivered statements and notices. You understand that these industry standards are dynamic and constantly developing. By requesting, through Internet Banking (which required you to log in), to have eStatements made available to you, you acknowledge and understand that there are risks that are associated with electronic access to statements and notices including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions, and matters beyond our reasonable control. You have considered the historical and potential future content of your account statement(s) and notices, the risks associated with electronic access of account statements in choosing eAccess. You agree that by following our normal security measures and procedures for maintaining security and confidentiality, we will have acted in good faith and exercised ordinary care. If, in the future, you conclude that our security procedures cease to be reasonable, you must contact us to terminate eAccess through the System (click on Services, then click on Messages) or you may mail or fax your request to the address and fax number at the end of this disclosure. You may also visit any of our branch locations and speak with one of our customer service representatives for assistance.

### **eStatement Specifications**

If you have questions about whether these additional requirements apply to you, please contact one of our customer service representatives in person at any branch location or call 1-866-762-8392.

You understand that it is your responsibility to ensure that your email address(es) on file with the Bank are accurate, and you agree to notify us promptly of any change in your designated email address(es) via one of the following methods: change of address request within Internet Banking, branch visit, or by mail to the address at the end of this disclosure. For your protection and for security purposes, we will not accept any change of email address notices via email.

If you have not notified us in writing of any change to your email address(es), you agree that we may rely on the email address(es) on file with us, and that your failure to provide us with a good email address is a lack of ordinary care on your part. If we attempt to send you an eAccess notification email to your designated email address and it is returned undeliverable twice, we will discontinue sending you email notifications until you provide us with your correct email address. Please note that this will not affect the availability of your eStatement(s), disclosures or notices, which will continue to be available to you when you log in to the System.

Your email address may be changed using the procedure described above by any authorized signatory to your account. The Bank shall have no obligation or liability to any of the owners of a multiple-party account if the email address(es) is or are changed

using the procedures set forth above.

You agree that the Bank has no control over the persons who have access to your personal computer or device and your password once in your possession. The Bank will not be liable for any third party access to your personal computer or device using your password. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer or device or authorized use of your password.

We disclaim any and all implied warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. If you believe that someone has obtained access to your eStatements, disclosures or notices without your permission, contact us at the address or telephone numbers at the end of this disclosure. Notwithstanding any provisions to the contrary contained in this Agreement, we shall be responsible only for performing the eStatement services as expressly provided for in this Agreement.

**TO THE FULLEST EXTENT PERMITTED BY LAW, WE SHALL BE LIABLE ONLY FOR ACTUAL LOSSES WHICH ARE THE DIRECT RESULT OF OUR OWN GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT IN PERFORMING THESE SERVICES. IN ADDITION TO HAVING NO LIABILITY FOR UNAUTHORIZED ACCESS TO YOUR PERSONAL COMPUTER OR DEVICE, WE SHALL HAVE NO LIABILITY FOR FAILURE TO PERFORM ANY eSTATEMENT SERVICES OR FOR ANY DISRUPTION OR DELAY IN PERFORMING SAID SERVICES IN THE EVENT SUCH FAILURE, DISRUPTION OR DELAY IS DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL (INCLUDING, BUT NOT LIMITED TO, FAILURE OR DISRUPTION OF ELECTRONIC POWER, COMPUTER EQUIPMENT, TELECOMMUNICATIONS SYSTEMS, YOUR ISP OR WEATHER CONDITIONS). WE SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES OR INDIRECT LOSS UNDER ANY CIRCUMSTANCES. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS PLAINSCAPITAL BANK AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR CONTRACTORS, FROM AND AGAINST ALL CLAIMS, SUITS, CAUSES, ACTIONS, LOSSES, COSTS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THESE eSTATEMENT SERVICES IF WE ACT IN GOOD FAITH AND WITH ORDINARY CARE.** You agree that this indemnification shall survive the termination of this Agreement.

#### **eStatement Termination**

You may request termination of your eStatement access by contacting PlainsCapital Bank customer service at 866.762.8392, or by visiting any of our branch locations.

You understand and acknowledge that we may terminate eStatement access at the time of account closure, or otherwise without cause at any time in our sole discretion. Termination of eStatement access for a closed account will be effective as of the date of account closure, and termination of eStatement access for an account that remains open will be effective on the date when we remove eStatement access. Following your or our termination of eStatement access for an account that remains open, we will make paper copies of your periodic account statements available to you at the frequency and in the manner set forth in the Account Statements section of this Agreement.

#### **Address and Fax Number for Changes and Termination**

PlainsCapital Bank  
ATTN: Deposit Support Department  
5010 University Avenue  
Lubbock, TX 79413

## **Unlawful Internet Gambling Enforcement Act Disclosure**

You understand and agree that PlainsCapital Bank strictly prohibits the use of any account to conduct any transaction of any sort that is related, whether directly or indirectly, to unlawful Internet gambling. As used in this Agreement, "unlawful Internet gambling" shall have the meaning set forth in the Unlawful Internet Gambling Enforcement Act of 2006, and Regulation GG. You may not use your account or related services to conduct any unlawful Internet gambling transaction or activity, including without limitation to deposit any funds in connection with unlawful Internet gambling. Restricted transactions, including acceptance of credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling, are prohibited from being processed through your account or relationship with us. You agree to indemnify, defend and hold us harmless from every claim, suit, cause, action, proceeding, loss, cost, damages, liabilities and expense (including without limitation attorneys' fees) arising out of or in any way connected with, or suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly caused by, or arising out of, your action or inaction in relation to any purported or alleged unlawful Internet gambling. This will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by the U.S. or foreign government entity prior to acceding to any legal process initiated by it.

Please note that your agreement to comply with applicable laws and regulations includes United States economic sanctions laws and regulations, including regulations issued by the Office of Foreign Assets.

## **High Risk Transactions**

You agree that you will not use your account for any transaction that is illegal in the jurisdiction where the account is opened, the jurisdiction where you live, the jurisdiction where the transaction is completed, or in any other jurisdiction affected by the transaction. You agree that it is your responsibility to determine the legality of each of your transactions in all applicable jurisdictions before entering into the transaction. You agree and acknowledge that we have no obligation to monitor, review, or evaluate the legality of transactions that you conduct on your account. You also agree that you will not use your account in connection with any transactions involving cannabis products, whether or not cannabis is legal in any applicable jurisdiction. You certify that you will not use your account or do any banking transactions for any illegal purposes or activity, including but not limited to those activities prohibited under the applicable federal or state law. You further represent and warrant that all transactions undertaken by you or on your behalf are legal and not in violation of any other laws. To the fullest extent permitted by law, you agree to pay for any item that you authorized, even if the transaction related to that item is determined to be illegal. We also reserve the right to refuse or return any item that we believe is related to an illegal transaction and/or any transaction presented against your account that we reasonably believe is related to the purchase, sale or exchange of any decentralized, non-fiat virtual currency, cryptocurrency, or any other digital currency or money that relies on distributed ledger or blockchain technology, unless we first approve the intended transaction on your account after you provide us advance notice in writing that such a transaction may be made, and you agree that, whether we decline to pay or pay any such item, we shall have no

liability to you in relation to any such item. Except as otherwise disclosed in writing to us and accepted by us, you represent that you are not engaged in the production, manufacturing/refinement, distribution or sale of industrial hemp or hemp-derived products (such as products containing CBD oil) that are not classified as Schedule I drugs under the federal Controlled Substances Act. You further represent that, except as otherwise disclosed in writing to us and accepted by us, you do not derive any of your income from entities that are engaged in the production, manufacturing/refinement, distribution or sale of industrial hemp or industrial hemp-derived products (such as products containing CBD oil) that are not classified as Schedule I drugs under the federal Controlled Substances Act, either directly or indirectly (including, but not limited to, rental property income). If you are engaged in any of the activities described above, you must disclose such fact to us in writing prior to opening your account with us, and we reserve the right to request proof of current certifications or licensing for any such activities, as well as any other related information that we may reasonably require, and we reserve the right to deny and reject the account opening based on any such activity. You also agree and understand that we may terminate your account immediately and without further notice if you become engaged in any of the activities described in this paragraph during the course of your relationship with us.

SCHEDULE OF FEES

Overdrawn Account Fees:

- Overdraft Item Fee (per item) \$20
- You will be charged no more than three (3) overdraft item fees and/or NSF item fees per day.
  - An overdraft item fee will not be charged for debit card transactions authorized on a sufficient available balance at the time of purchase or order that overdraw your account when posted.
  - An overdraft item fee also will not be charged for any type of transaction if the amount of the item that results in an overdrawn balance is \$10 or less.
  - An overdraft item fee also will not be charged for any type of transaction if the ledger balance in the account is overdrawn by \$10 or less at the end of the business day after all transactions have posted to the account.

- NSF Item Fee (per item, per presentment) \$20
- You will be charged no more than three (3) NSF item fees and/or overdraft item fees per day.
  - An NSF item fee will not be charged if the amount of the item is \$10 or less.
  - As an NSF item may be re-presented to us for payment, it is possible that you may incur multiple NSF item fees and/or overdraft item fees for the same item (up to 3 NSF item fees and/or overdraft item fees in total per day) if the item is re-presented. It is also possible that an NSF item may be re-presented before our notice of NSF for that item reaches you.

ATM/MasterCard Debit Card Fees:

- ATM Usage at Non-PlainsCapital Bank ATM (domestic or international)  
Per Transaction\* \$2
- Transactions include cash withdrawals, funds transfers, and balance inquiries  
Fees from the ATM owner/operator still apply
- Replacement MasterCard Debit Card \$5

Expedited Delivery for a Replacement Debit Card:	
• Weekday Delivery within the U.S.	\$30
• Weekend Delivery within the U.S.	\$50
• International Delivery to Canada and Mexico	\$100
• International Delivery except Canada and Mexico	\$150

\*Please note that PlainsCapital Bank participates in the AllPoint Network. You will not be charged surcharge fees when you use ATMs within the AllPoint Network.

**Official Checks:**

Official checks	\$5
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**Wire Transfer Fees:**

Incoming wire transfer	\$15
Outgoing domestic wire transfer	\$35
Outgoing international wire transfer	
in U.S. Dollars	\$55
in foreign currency	
if wire transfer is under \$5,000	\$25
if wire transfer is \$5,000 and over	no fee
if returned	\$10 plus processing cost

**Collection Fees:**

Incoming/Outgoing domestic collection item with documentation	\$30
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Examples, but not limited to: automobile drafts, any collection item presented within an envelope draft.

Incoming/Outgoing domestic collection item without documentation	\$30
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Examples, but not limited to: oil & gas lease, represented NSF checks, credit card checks, government bonds, cattle drafts.

Trust receipt fee (Incoming Collection Drafts)	Prime rate
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**Non-U.S. Items:**

Canadian item deposited	\$5
Canadian item returned unpaid	\$35
International item collection	\$35
International returned item	\$35
Foreign currency exchange	Market Rate
Foreign currency exchange shipping & handling fee	
If exchange is under \$500	\$15
If exchange is \$500 or over	no fee
Foreign business verification	\$100 plus processing cost

**Safe Deposit Box Fees:**

Annual rent	
Size: 3X5X21	\$25
Size: 4X5X21	\$30
Size: 3X10X21	\$45
Size: 5X10X21	\$60
Size: 10X10X21	\$110
Key deposit	\$20
Replace lost keys	\$100
Exchange locks	\$100
Drill lock	\$350

**Miscellaneous Fees:**

Research	\$25/hour plus \$2 per statement (\$25 minimum)
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Account activity printout	\$5
Special cut-off statement	\$5
Telephone transfer	\$5
Stop payment order	\$30
Official check stop payment	\$50
Returned deposited item	\$12
Zipper Bag with Lock	\$35
Hold Mail Fee (per statement cycle)	\$5
Returned Mail fee	\$5
Legal process fees	\$75
Includes freezes, levies, and other requests for information from law enforcement	
Writ of Garnishment	\$100
Plus actual legal costs and fees incurred by bank	
Notary Fee	\$4



PlainsCapital Bank  
Deposit Support Department  
P.O. Box 271  
Lubbock, TX 79408

Customer Service 1.866.762.8392  
Fax 1.877.449.6944  
Voice Banking 1.866.762.7782

**PlainsCapital.com**

