

# Funds Transfer Services

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

## **Wire Transfer Requests**

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

## **Notifying Us of Wire Transfer Discrepancy**

We will send you a confirmation that sets forth the date, amount and other information which pertains to your Wire Transfer request. The confirmation will be sent to you on the Business Day your Wire Transfer request is received based on the instructions we have on file for you. You must notify us within one (1) Business Day from the date such confirmation is sent to you of any discrepancy which pertains to your Wire Transfer request by calling 877.839.2265 (Client Support). In the event you fail to notify us within the timeframe set forth herein, you acknowledge and agree that we shall be relieved of any liability in connection with the Wire Transfer request. You may access your Account details by way of our Treasury Management Service, Online Banking Service and/or Telephone Banking Service.

## **Affirming Our Right to Select Medium**

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

## **Concerning Name and Number Discrepancy**

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

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

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intermediary or beneficiary financial institution may rely solely on the identifying number even in the event the identifying number identifies a financial institution other than the one named.

## **Amending or Canceling a Wire Transfer**

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

## **Affirming Our Right to Reject a Wire Transfer**

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

## **Automated Clearing House Items**

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

## **LAWS, RULES AND REGULATIONS**

### **Provisioning of UCC 4A**

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

### **Governing Body of NACHA**

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

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

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## Governing Body of Regulation E

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

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

## International ACH Transactions (IATs)

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

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

## Disclosing Your Account Information

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

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

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

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## Concerning Consumer ACH Credit Entries

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

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

Notwithstanding the foregoing, if you have made arrangements with an Originator to credit your Account at least once every 60 calendar days from the same entity (person and/or place of business), you may inquire about such ACH Credit Entry by calling 877.839.2265 (Client Support). You may also access your Account with us through our Telephone Banking and Online Banking services seven (7) days a week, 24 hours a day.

## Concerning Consumer ACH Debit Entries

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

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

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

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

## Returning Revoked/Unauthorized ACH Entries: Consumer

Although all ACH Entries (both credit and debit) may be returned in accordance to the NACHA Operating Rules, those ACH Entries that may warrant the most concern include those that are revoked, unauthorized or involve the improper

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use of a source document and/or the amount thereof. Under such circumstances, the NACHA Operating Rules provides certain guidelines to protect Consumers.

In the event you receive an ACH Debit Entry that has been previously revoked, is unauthorized or involves the improper use of a source document and/or the amount thereof, notify us AT ONCE by calling 877.839.2265 (Client Support). You acknowledge and agree that you are afforded protection by the NACHA Operating Rules of up to 60 calendar days from the Settlement Date of the respective ACH Debit Entry to return it.

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

Without limiting the foregoing, we require that you notify us AT ONCE as soon as you discover an ACH Debit Entry that has been previously revoked, is unauthorized or involves the improper use of a source document and/or the amount thereof. You may request for us to return an ACH Debit Entry that is revoked, unauthorized or involves the improper use of a source document and/or the amount thereof by calling 877.839.2265 (Client Support).

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

### Concerning Consumer Check Conversion

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

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

The information which appears on the bottom of your personal check (MICR line) will be used by the place of business to capture the account number by placing your check in a MICR reading device. In the event you believe your personal check should not have been converted to an ACH Debit Entry, notify us AT ONCE by calling 877.839.2265 (Client Support).

### Requesting Stop Payments: Consumer ACH & Recurring Electronic Transfers

You may request for us to place a stop payment on any ACH Debit Entry or Recurring Electronic Transfer initiated, or to be, initiated. You acknowledge and agree that your stop payment request must be received by us within three (3) Business Days from the scheduled date of the ACH Debit Entry or Recurring Electronic Transfer. You may notify us by calling 877.839.2265 (Client Support). Furthermore, you acknowledge and agree that the three (3) Business Day stop payment provision is only applicable to ACH Debit Entries or Recurring Electronic Transfer for this payment type:

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## Prearranged Payments.

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

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

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

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

## Concerning Changing Amount: Consumer ACH

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

## Concerning Changing Date: Consumer ACH

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

## ELECTRONIC FUNDS TRANSFERS

### Concerning ATM Transactions

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

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

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- Verify your Account activity, including balances, deposits, and withdrawals

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

## Concerning Telephone Banking Transactions

You may access your Account with us by telephone 24 hours a day, 7 days a week, by calling 877.839.2265 (Client Support). To access your Account, you'll need your PIN, account number and touch tone phone. You may conduct these transactions:

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

## Concerning Online Banking Transactions

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

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

## Concerning Visa® CheckCard Transactions

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

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

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

## Non-Visa® Debit Transaction Processing

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

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

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

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

\* Visa® Rules generally define PIN-Debit Network as a non-Visa® debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

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## Limiting Transfers by Account Type

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

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

## Concerning Transaction Fees

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

## Concerning ATM Fees

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

## Receiving Receipt at ATM

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

## Traveling Abroad

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

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

We work hard to protect your Account against fraudulent transactions. In the event we notice unusual card activity, you acknowledge and agree that we may temporarily freeze your Account until we are able to verify the transaction(s) in question with you. Please advise us of your travel plans so that you will have immediate access to your funds. To advise us of your travel plans or in the event you suspect unusual transactions on your Account, call us AT ONCE at 877.839.2265 (Client Support).

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## Exchanging Foreign Currency

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

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

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

## Failing to Complete Transfers: Our Liability

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

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

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

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

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

## Notifying Us of Unauthorized Transfers: Your Liability

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

Notify us AT ONCE if you believe that your ATM card or Visa® CheckCard has been lost or stolen or if you believe that

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your PIN or similar code has been learned by an unauthorized person. You acknowledge and agree that such notification must be initiated by calling 877.839.2265 (Client Support) followed by written confirmation. Furthermore, you acknowledge and agree that the written confirmation must be received by us within 10 calendar days from the date of your oral notification.

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

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

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

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

### Provisioning for Error Resolution

In the event you discover any error, including, but not limited to, an unauthorized transaction involving your ATM card, Visa® CheckCard, and/or PIN or similar code, or if you discover any error on your statement or receipt, notify us AT ONCE by calling 877.839.2265 (Client Support), followed by written confirmation. You acknowledge and agree that the written confirmation must be received by us within 10 calendar days from the date of your oral notification. We will investigate whether an error occurred within 10 Business Days after we have received notice from you and will correct any error promptly. In the event we determine during our investigation that we need more time to complete our investigation, we may take up to 45 calendar days to investigate your notice of an error. Furthermore, if we determine that the alleged error involves a transfer which results from a point of sale transaction, or a transaction initiated outside a state, territory or possession of the U.S., we may take up to 90 calendar days (instead of 45) to investigate.

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

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

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

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

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

Texas Capital Bank  
Attn: Client Support  
2350 Lakeside Blvd., Suite 800  
Richardson, Texas 75082  
Business Days: Monday through Friday (excluding Federal holidays)  
Business Hours: 8:00 a.m. -6:00 p.m. Central Time  
Phone: 877.839.2265 (Client Support)  
Fax: 877.839.2738 (Client Support)

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

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

### **Lending Your ATM or Visa® CheckCard**

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

### **Concerning Illegal Use of Your Visa® CheckCard**

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

### **Assessing Zero Liability: Your Liability**

When an Electronic Funds Transfer involves an Access Device which generates a debit to your checking Account, either ATM card or Visa® CheckCard, your rights and responsibilities are governed by Regulation

E. Under such circumstances, the provisions covered in the "Notifying Us of Unauthorized Transfers: Your Liability"

# Funds Transfer Services

section of this Agreement provide the guidelines of your rights and responsibilities in the event you encounter unauthorized activity generated by an Access Device.

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

## **Restricting/Prohibiting Transfers to Foreign Countries and Nationals**

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

**MORE DETAILED INFORMATION IS AVAILABLE UPON REQUEST**

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*Texas Capital Bank is a wholly owned subsidiary of Texas Capital Bancshares, Inc. We are headquartered in Dallas, Texas, and work with clients across the country. All services are subject to applicable laws, regulations and service terms.*