



**AMENDMENT TO USAA FEDERAL SAVINGS BANK  
DEPOSITORY AGREEMENT AND DISCLOSURE  
October 2016**

The following revisions and corrections have been made to the USAA Federal Savings Bank Depository Agreement and Disclosures to clarify existing account processes. All provisions of the Depository Agreement and Disclosures continue to apply, except to the extent they are modified by the provisions below.

*(New text is shown in bold type in the revised provisions below.)*

**Page 7 – Closing an Account** is revised to read as follows:

FSB may close your account at any time without advance notice. FSB may require you to give a minimum of seven days advance written notice when you intend to close your account by withdrawing your funds. **If your account reaches a zero balance, we may consider your account closed. This Agreement continues to govern your account even after your account closes.**

**If you or FSB closes your account**, FSB may return deposits, checks and other items received after closing the account, **or FSB may reopen the account and accept the deposits or debits, even if doing so overdraws your account, without being liable to you. FSB will notify you if it reopens your account. You agree to pay immediately all amounts you owe to FSB.** FSB will return any balance in your account, less any fees, service charges, claims, setoffs or other amounts you owe FSB, if applicable.

**Page 47 – Inactive Accounts** is revised to read as follows:

**FSB considers an account inactive if there has been no activity for one year.** Fees and charges for inactive accounts are the same as for active accounts. FSB will not reimburse charges for inactive accounts that later become active. FSB may be required to turn over (or escheat) account funds to the state if the account remains inactive. If FSB does turn over the account funds to the state, you will need to file a claim with the state to recover the funds. FSB **reserves the right, in its sole discretion, to** refuse withdrawals or transfers from inactive accounts. **FSB's current practice is to refuse transactions for inactive accounts.**



# DEPOSITORY AGREEMENT AND DISCLOSURES

## USAA FEDERAL SAVINGS BANK



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# USAA FEDERAL SAVINGS BANK DEPOSITORY AGREEMENT & DISCLOSURES

This Depository Agreement and Disclosures, the applicable Service Fee Schedule, the Account Schedule, and the account opening documents for your account make up the contract between you and USAA Federal Savings Bank (the "Agreement") governing your account. By signing the account opening documents, requesting an account, or maintaining an account, you understand and agree to these terms. You may access the most current version of this Agreement on [usaa.com](http://usaa.com) or by contacting USAA Federal Savings Bank.

***This Agreement includes an Arbitration Section and class action waiver.***

**Terms.** Throughout this Agreement, the words "you," "your," and "yours" refer to the account holders and authorized signers of an account. "FSB" refers to USAA Federal Savings Bank. For a glossary of additional terms, see the end of this Agreement.

**Our Relationship.** FSB's relationship with you is that of debtor and creditor. No fiduciary, quasi-fiduciary, or other special relationship exists between you and FSB regarding your deposit account.

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## General Account Terms and Conditions

### ***Applicable Law***

Your account and this Agreement shall be governed by federal laws and regulations applicable to federal associations such as FSB, and, to the extent that local law applies, by the laws of the state of Texas. This means, among other things, that your deposit rights and obligations as explained in this Agreement are based upon federal law and the banking laws of Texas, including charges, fees, disclosures, and notices that may apply from time to time.

You agree that, except as stated in this Agreement, all deposit transactions between you and FSB will only be final and completed when entered on the records at FSB at its headquarters office in San Antonio, Texas. Although FSB may provide you with provisional or interim deposit credit (such as through the use of an ATM machine), you agree that any deposit-related transaction remain conditional until accepted by FSB at its headquarters office in San Antonio, Texas.

### ***Purpose of Account***

FSB provides the account for personal, family, or household use. FSB may, in its sole discretion, close the account if the account is used for business purposes without the express written consent of FSB

### ***Changes to Agreement***

FSB may change this Agreement at any time, whether by adding new terms and conditions, or deleting or amending existing ones. FSB will generally send advance notice of an adverse change by mailing, e-mailing, or delivering a notice, a statement message, or an amended Agreement to the last address (location or e-mail) on file for you. In some cases, FSB may amend the Agreement without prior notice by posting information on [usaa.com](http://usaa.com) or otherwise making it available to you. If you do not agree with a change, you may close your account. However, if you continue to use your account or keep it open, you accept and agree to the change. The current version of this Agreement supersedes all prior versions and contains the terms governing your account.

### ***Charging an Account***

FSB may deduct fees, overdrafts, and other amounts you owe to FSB from your accounts with FSB or from your accounts with FSB's affiliates. FSB may make such deductions at any time and without prior notice to you or request from you. If there are not enough funds in the account to cover amounts owed to FSB, FSB may overdraw your account. You agree to pay immediately all amounts you owe FSB. FSB may use deposits you or others make to your account, including any Federal or state benefit payments that you choose to deposit in any account (including direct deposit of Social Security benefits) to pay fees, overdrafts, and other amounts you owe FSB. You understand and agree that if you do not want your benefits applied in this way, you may change your direct deposit instructions to the benefits payor at any time. This provision does not apply to any consumer credit accessed by a credit card.

## ***Closing an Account***

FSB may close your account at any time without advance notice. FSB may require you to give a minimum of seven days advance written notice when you intend to close your account by withdrawing your funds.

If FSB decides to close your account, FSB may return deposits, checks, and other items received after closing the account. FSB will return any balance in your account, less any fees, service charges, claims, setoffs, or other amounts you owe FSB, if applicable.

## ***Fees***

FSB's *Service Fee Schedule* describes the rates and fees associated with FSB's accounts and services. FSB may change rates and fees by updating the *Service Fee Schedule*. By continuing to use the account or keeping it open, you agree to the revised *Service Fee Schedule*. All fees are due immediately and all account holders are jointly and severally liable for such fees.

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## **Information About You**

### ***Information You Provide***

When you open an account, you provide information about yourself and confirm that it is correct. FSB will rely on that information until you notify FSB of a change in that information and FSB has a reasonable time to act on that change.

All financial institutions are required by law, including the USA PATRIOT Act, to obtain, verify, and record information that identifies each customer who opens an account with that financial institution and in certain other circumstances.

### ***Credit Reports and other Inquiries***

You authorize FSB to obtain credit/consumer reports and other information from time to time from credit reporting agencies, consumer reporting agencies, and other third parties as FSB deems necessary.

### ***Release of Account Information***

FSB may release information about your accounts and the transactions you perform to third parties, with your written permission, as required or permitted by law or in accordance with customary banking practices. For example, we may disclose information to verify the existence and condition of your accounts, to complete a transaction, or to comply with government orders or legal processes.

### ***Change of Address***

You must notify FSB if you change your physical address or email address. If FSB receives notice from the United States Post Office or one of its agents that your address has changed, FSB may change your address on its records to the address specified by the Post Office and FSB may send statements and notices regarding your account to that new address.

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## **Ownership of Accounts**

FSB only determines ownership of accounts from the information in its records. FSB may rely on information you provide. Changes you request to your account are not effective until FSB has had a reasonable time to act.

### ***Form of Ownership***

You are solely responsible for selecting the form of ownership of your account and for meeting any applicable requirements for establishing the desired form of ownership. Joint accounts cannot be owned as tenants by the entirety.

### ***Joint Accounts***

If two or more persons are named as owners of the account (account holders), they will own the account equally, regardless of whose money is deposited into the account or who makes the deposits. They will own the account as joint tenants with rights of survivorship. Upon the death of any account holder, the funds in the account vest in and belong to the surviving account holders as the separate property of the surviving account holders, including any community property interest in the account. FSB may limit the number of persons who can be named as owners of the account. For any joint account where a joint account holder has died, FSB reserves the right to not release funds in the account until sufficient legal documentation is delivered to FSB and FSB has had a

reasonable opportunity to review such documentation. You agree to notify FSB immediately of the death of any joint account holder. For any account where a joint account holder is added to an existing account, the added account holder has all the same rights and access to the account as the original account holder, including access to all account and transaction history.

Each joint account holder acts as the agent of each other joint account holder. Each joint account holder authorizes any other joint account holder to withdraw funds, make deposits, transact on the account, or close the account without the consent of any other joint account holder. FSB may rely on the instructions of any one joint account holder without liability to any other joint account holder. Notice provided by FSB to any one joint account holder is notice to all joint account holders. FSB reserves the right to require the signatures of all joint account holders at any time.

Each joint account holder is jointly and severally liable to FSB for: all fees and charges assessed against the account; all amounts owed to FSB on the account; and all costs and liabilities related to this Agreement or the account. Each joint account holder authorizes FSB to exercise setoff and enforce its security interest in the entire joint account, even though only one of the joint account holders is the debtor, and irrespective of who contributed funds to the account. FSB may also pay all or any part of the funds in the account to a court or governmental agency upon receipt of a garnishment order, tax levy, or similar legal process identifying any one of the joint account holders. Also see the "Setoff and Security Interest" provision below in the **Additional Terms and Services** section.

### ***"Payable on Death" ("POD") Accounts***

You may designate an account to be payable on your death to a designated beneficiary or beneficiaries (POD payee or payees). Payment to the POD payee or payees is subject to FSB's right to charge the account for any amount the deceased owner, joint account holder, or payee owes to FSB and subject to any other applicable legal requirements that may require FSB to pay claims or obligations of the deceased person's estate or otherwise. FSB may limit the number of POD payees for an account.

### ***Uniform Transfer to Minor Accounts***

All funds deposited into an Uniform Transfer to Minor Account ("UTMA") irrevocably become the property of the minor, but are to be managed for the minor's benefit by a designated custodian until the minor reaches the age of 21, at which time the custodian is responsible for distributing the funds to the minor. The minor shall have no authority to withdraw funds from the UTMA account. FSB is entitled to rely upon instructions from the custodian named on the account. FSB shall not be liable to the minor for any actions taken by the custodian in connection with the account. Only one custodian (who must be 21 or older) and one minor are allowed per account. Upon the death or evidence satisfactory to FSB of incapacity of the custodian named on the account application, FSB shall rely upon the instructions of a successor custodian. FSB shall have no duty to monitor the account or the status of the custodian or minor. Upon the withdrawal of all funds in the account by the custodian, FSB shall have no further responsibility to the custodian or the minor and the account will be closed.

### ***Other Nonpersonal Accounts***

If the account is opened as an estate account, trust account, guardianship or conservatorship account, or other similar type of account, FSB reserves the right to require such documentation or authorizations as it may reasonably deem necessary or appropriate to satisfy FSB that the person requesting or directing the withdrawal of funds from the account has the authority to do so. If you establish the account as "in trust for" ("ITF") or as trustee for a third person without presenting formal trust documentation, then FSB may treat the account as a Totten Trust (a type of informal trust) or as otherwise required by law.

The relationship between you and FSB for an estate, trust, guardian, conservatorship, or other similar account is a debtor/creditor relationship. FSB has no duty to monitor the account or the status of the designated fiduciary(ies) or beneficiary(ies). If more than one person is named as fiduciary on the account, FSB shall act on the signature of any one of them, without regard to the terms of any document governing the fiduciary's actions.

### ***Business Accounts***

FSB does not generally offer business accounts. In the event that FSB, in its sole discretion, approves an application for a business account, then the account is payable only to or on the order of the business and not to any individual director, shareholder, member, or partner of the business except as they may be a payee on a check or other item drawn on the account.



If the account holder is a corporation, unincorporated association, limited liability company, limited liability partnership, partnership, sole proprietorship, or other entity holding an account in any capacity other than an individual capacity, each person signing the signature card or other account documents represents and agrees that:

- They are fully authorized to execute all documents in their stated capacity;
- They have furnished all documents necessary to demonstrate that authority;
- They will furnish any other documents in such form as FSB may request from time to time;
- All documents delivered to FSB in connection with the Account are true, accurate, complete, and will be kept up to date and may be conclusively relied on by FSB;
- FSB will have no responsibility or duty to monitor the Account or the use of funds paid from it, nor any liability for any act or omission by any such person.
- The account will not be used either directly or indirectly in any internet gambling business or for any restricted transactions as defined in Regulation GG, 12 CFR Part 233.
- The **Notice of Withdrawals** section does not apply to business accounts.

### ***Transfer of Ownership and Assignment***

You may not transfer or assign ownership of the account without FSB's written consent. FSB may require that the account be closed and a new account opened in order to transfer or assign ownership. A transfer that results from death, incompetence, marriage, divorce, attachment, or otherwise by operation of law will not be binding on FSB until FSB has received sufficient documentation of the transfer, as determined by FSB.

FSB is not liable for the validity or sufficiency of any assignment of the account. An assignment will be binding on FSB only if it is in a written instrument signed by all account holders and after FSB acknowledges the assignment in writing. The assignment will be subordinate to and subject to any right of FSB to collect from the account any debt you owe to FSB. FSB may require that any assignment be notarized.

### ***Authorized Signers and Agents***

Your account opening record, a signature on a check you have used to make a withdrawal from the account, or other documentation provided to FSB identifies who is authorized to make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services, and otherwise give FSB instructions regarding your account. FSB may act on the signature or instruction of any one of the authorized signers on your account.

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## **Certificates of Deposit (CD)**

Your CD is a non-certificated certificate of deposit, which means that you will receive a deposit receipt rather than an actual certificate. Your CD is not negotiable, not assignable, and not transferable except on the books of FSB. See FSB's current *Deposit Rates document, Account Schedule, and Service Fee Schedule* for initial deposit and minimum balance requirements, current annual percentage yields, and other fees or terms that may affect your account.

### ***Renewals***

Unless otherwise noted in the *Account Schedule*, your account will automatically renew at the end of each term, on the maturity date, at the current annual percentage yield and interest rate offered on the maturity date for accounts of similar balance and terms. You must notify FSB within 10 calendar days after the maturity date if you do not want your account to renew (the "Grace Period"). If the 10th calendar day after the maturity date is a non-business day (Saturday, Sunday, or federal holiday), the Grace Period will end on the immediately preceding business day. You may withdraw funds without penalty during the Grace Period. FSB reserves the right not to renew the account and will notify you prior to maturity in such case.

### ***Interest Payments***

You may choose to reinvest the interest earned on your account or you may have FSB regularly pay out accrued interest. Generally, you may request that FSB pay out interest monthly, quarterly, or annually. Contact FSB for interest payment options available for your CD. For adjustable rate CDs and for maturities of longer than one year, FSB will make any interest payments at least annually. Annual percentage yields assume that interest is reinvested and not paid out.

Interest payments will reduce earnings on the account. If you choose to receive interest payments, FSB may require the interest payments to be made electronically.

### ***Early Withdrawals***

Your CD has a maturity date. Any withdrawals before the maturity date require FSB's consent. ***Unless otherwise noted in the Account Schedule, there is a penalty for withdrawing funds from your CD before the maturity date.*** Early withdrawal penalties are shown in the Service Fee Schedule. FSB, in its sole discretion, may waive an early withdrawal penalty as permitted by law.

If FSB consents to an early withdrawal, FSB will withdraw interest before principal. If your account has not earned enough interest to cover the early withdrawal penalty, FSB will deduct any interest first and take the remainder of the penalty from your principal. If the withdrawal, including the penalty, will reduce the account below the required minimum balance, FSB may treat the request as a request to close the account and the penalty will be calculated based on the full account balance. For fixed rate and adjustable rate CDs, FSB will use the interest rate in effect to calculate the amount of the penalty. For variable rate CDs, FSB will use a weighted average of the interest rates paid on the account during the current CD term. FSB adds the amount of any cash bonuses paid to you when you opened or reinvested the account to the early withdrawal penalty.

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## **Interest on Your Funds**

Except as noted below, interest-bearing accounts earn interest on the daily collected balance. Except as stated below for fixed rate and adjustable rate certificates of deposit, interest-bearing accounts earn interest at a variable interest rate and annual percentage yield set by FSB from time to time. In its discretion and at any time, FSB may change the basis for payment of interest or the annual percentage yield, or may discontinue the payment of interest. FSB may set maximum account balances upon which interest will be paid, and set minimum account daily balances or average daily balances below which FSB will not pay interest.

### ***Checking and Savings Accounts***

Interest begins to accrue no later than the business day FSB receives credit for the deposit of non-cash items (for example, checks). Interest is credited and compounded on a monthly basis. FSB uses the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the collected balance in the account for each day. The collected balance is the balance of all deposits in the account on which FSB has actually received credit for the deposited funds. Where the interest rate is based on an index, FSB reserves the right to substitute an alternate index in the event the named index is not available.

### ***Certificates of Deposit***

Interest begins to accrue on the business day FSB receives your deposit and records that deposit on its records at FSB's headquarters office in San Antonio, Texas. Interest is calculated on a monthly basis. If interest is reinvested, it will be credited and compounded on a monthly basis. FSB uses the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the balance in the account for each day. For fixed rate certificates, the interest rate will not change throughout the term of your certificate.

For adjustable rate certificates, the interest rate remains in effect for the term of your certificate unless you exercise your one-time option to adjust the rate. After you exercise your one-time option to adjust the rate, the interest rate will be equal to the current rate for a new adjustable rate CD for the same term. See the Account Schedule for the maximum interest rate increase over your original rate.

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## **Processing Transactions – Deposits and Cashed Items**

Deposits are not accepted by FSB until received and entered on FSB's records at FSB's headquarters office in San Antonio, Texas. Transactions that perform are not completed until FSB completes its processing of them at its headquarters office in San Antonio, Texas, even though FSB may provide you with provisional credit.

### ***Cashing Items or Accepting Items for Deposit***

FSB may accept a check or other item for deposit to your account from anyone. FSB has no obligation to question the authority of the person making the deposit. If your account is overdrawn, FSB will use the deposit to pay the overdraft and any fees or interest you owe to FSB. All deposits must be accompanied by your deposit slip, account number, and account name; and all checks must be properly endorsed.

FSB may refuse, accept for collection only, or return all or part of any deposit. FSB may refuse to accept for deposit to your account items which are payable to another person. FSB acts only as your collecting agent for items deposited and FSB assumes no responsibility beyond the exercise of ordinary care, including care in

selecting collecting banks. FSB is not responsible for errors and delays made by others in the collection process. If FSB has given you credit for an item and it is not paid for any reason, FSB may revoke the credit and charge the amount of the item back to your account, even if this causes your account to be overdrawn.

If FSB accepts a cash deposit in unusual denominations, such as a large number of loose coins, FSB may assess a charge for processing the deposit. If you use a blank deposit slip rather than your personalized deposit slip, you agree that FSB will not be liable for errors that may result from your or FSB's manually encoding the account information. You agree that you will not knowingly deposit items into your account that do not have either a true original signature of the person on whose account it is drawn or an authorized mechanical reproduction of that person's signature.

### ***Cashier's Checks***

If FSB cashes or accepts for deposit, a money order, cashier's check, teller's check, or similar item, and later learns that the item is fraudulent, counterfeit, or invalid for some other reason, FSB may charge your account for the amount of the item. This may occur even if FSB previously made the funds available to you.

### ***Checks Lost During Collection***

If a check is lost during the collection process, FSB may charge your account for the amount of the check. If the financial institution on which the check is drawn gives FSB a photocopy of the check or a debit slip representing the check, FSB may charge your account for the amount of the check. A lost check may not be returned to FSB for some time. Despite any delay, FSB may charge your account when FSB receives either the returned check, a copy of the check, or a notice of return.

### ***Collection Items***

FSB may accept certain items – such as certain securities and checks payable in foreign currencies or at foreign locations – on a collection basis only. FSB routes and processes collection items separately. FSB normally credits your account for collection items only after FSB receives payment for them. If FSB credits your account and then does not receive payment, FSB may debit your account for the amount of the item. FSB may charge fees for processing collection items. These fees apply even if the collection item is returned unpaid. See the current *Service Fee Schedule* for current collection fees.

The financial institution on which the collection item is drawn may also charge you fees. If the other financial institution requires payment of a fee before that institution will process the collection item, FSB may pay the fee and charge your account. Otherwise, the other financial institution may subtract its fee from the amount of the payment FSB receives. These fees also may apply even if the collection item is returned unpaid.

### ***Demand Drafts and Remotely Created Checks***

If you deposit a demand draft or remotely created check (an unsigned draft or a preauthorized draft) into your account, you warrant and guarantee that the draft or remotely created check is authorized according to the terms on its face by the person identified as drawer.

### ***Deposit Delivery and Preparation***

You may deliver deposits through various methods. The method and time of delivery determines when you receive provisional or final credit for the deposit. If FSB provisionally credits your account for the amount shown on the deposit slip, the credit is subject to FSB's subsequent verification. FSB's determination of the amount of your deposit is final and binding.

You agree to prepare your deposit in accordance with FSB's instructions which may include the use of an approved deposit envelope and deposit ticket, if required.

FSB may charge a fee for deposits made without a deposit slip or which do not use your deposit slip. You authorize FSB to open the deposit envelope in your absence and credit the contents to your account. FSB may treat the contents of the deposit envelope as not accepted for deposit until FSB has verified the contents. If your deposit includes items that FSB does not accept for deposit, FSB may hold those items until you claim them. If you make your deposit through a mechanical or automated depository such as an ATM, you agree to exercise due care in opening, closing, and properly securing the depository.

### ***Deposit Error Correction***

Upon receipt of your deposits, FSB may provisionally credit your account for the amount declared on the deposit slip, subject to later verification. You must ensure that the amount declared on the deposit slip is correct even if

you did not prepare the deposit slip. If FSB later determines that the amounts declared on the deposit slip are incorrect, FSB may adjust (debit or credit) your account. FSB reports adjustments on your account statement. However, if the error is less than FSB's standard adjustment amount, FSB will not adjust the deposit unless you notify FSB of the error within 60 days of the date of your periodic statement that shows the deposit. After this notice period has passed without your bringing an error to FSB's attention, the deposit amount indicated on the statement will be considered finally settled. That is, if the actual amount deposited was less than the amount declared on the deposit slip, the difference will become your property, and if the actual amount deposited was more than the amount declared on the deposit slip, the difference will become FSB's property. FSB may change its standard adjustment amount from time to time without notice to you.

### ***Endorsing Checks***

FSB may require your personal endorsement before accepting any item for deposit. FSB may require that checks and other items you want to deposit or cash be endorsed by all parties to whom the items are payable. Before accepting an item, FSB may require verification of any endorsement, either through personal identification or through an endorsement guarantee by another financial institution acceptable to FSB.

You must endorse checks in the area that extends 1 ½ inches from the trailing edge of the back of the check. The trailing edge is the left side of the check when you look at it from the front. If you endorse a check outside of this area, if you mark or otherwise obscure other areas of the check, or if your endorsement is illegible or incomplete, you agree to assume responsibility for and to indemnify FSB for any loss, delay, liability, claim, or damage which occurs as a result.

### ***Foreign Instruments***

FSB may refuse to accept for deposit or collection a check, draft, or other item that is payable in a currency other than U.S. dollars or that is drawn on a bank or a branch of a bank located outside of the United States (a "foreign instrument"). If FSB accepts a foreign instrument for deposit or collection, you bear all the risks associated with the collection process and foreign currency fluctuation (exchange rate risk). A foreign instrument may be returned unpaid much later (sometimes several months after FSB processes the foreign instrument) than instruments that are drawn on banks located in the United States. You bear all the risks of a late return. Generally, FSB will not credit a foreign instrument to your account until FSB receives the proceeds in cleared funds from the paying bank. If FSB does provide credit, such credit is provisional and FSB may reverse the credit at any time if the foreign instrument is returned unpaid or is initially paid but then subsequently returned for fraud. You agree that FSB may use the then-current exchange rate for such reversals and FSB may charge your account for the full value of the foreign instrument, including any applicable fees, which may result in a loss to you.

If you deposit an item which is later determined to be a foreign instrument, it may or may not need to be sent for collection. If FSB determines the instrument needs to be sent for collection, FSB may reverse any provisional credit given for the item at FSB's then-current exchange rate and send the foreign instrument to you at the address on record for your account. You may then ask FSB to send the instrument for collection.

You understand that foreign instruments sent for collection are sent solely for you and at your risk and that FSB is not liable for any event in the collection process which is beyond FSB's control, including a default by any banks or agents involved in the collection process or for loss of the foreign instrument in transit. FSB may send the foreign instruments directly or through a correspondent to any bank, including the payor. FSB may deduct both FSB's fees and the charges assessed by the payor bank and any agents involved in the collection process from the amount collected or from your account. If the collection is returned unpaid, FSB may mail the foreign instrument to you at the address on record for your account. FSB may also charge your account for the item at FSB's then-current exchange rate and for a collection fee together with other charges assessed by the payor bank or any other party involved in the collection process.

### ***Identifying the Account***

You must correctly identify the account to which you want funds deposited. You are responsible for any claim, cost, loss, or damage caused by your failure to properly identify the account to which a deposit is made or intended to be made. FSB may credit an account based solely on the account number listed on the deposit slip or other instruction to credit an account, even if the name on the deposit slip or other instruction differs from the name on the account.

### ***Overpayments and Reversals***

If funds to which you are not entitled are deposited to your account by mistake or otherwise, FSB may deduct these funds from your account, even if the deduction results in an overdraft. FSB can do this without giving you any prior notice or demand.

### ***Returned Items***

If a cashed or deposited item is returned to FSB at any time and for any reason, including for any breach of warranty claim, or according to any law, regulation, or rule (including a clearinghouse rule), by the bank on which it is drawn or any collecting bank, FSB may accept that return and charge the item back against your account without regard to whether the other bank finally paid the item or returned the item in accordance with any applicable midnight deadline or clearinghouse rule. FSB may debit your account for any interest you may have provisionally earned on the item. FSB may charge you a fee for each returned item. Different fees may apply to domestic and foreign items. FSB may debit your account for a returned item, including an indemnified copy of the original item, or an image replacement document (“IRD”), at any time on or after the business day it is returned to FSB by electronic, automated clearinghouse (“ACH”) or other means, or on the business day we receive notice that the item is being returned to FSB – whichever is earlier. FSB is not liable for any action or inaction to recover payment of a returned item. If one of your cashed or deposited items has been paid by the financial institution on which it is drawn and is later returned to FSB with a claim that there is a breach of warranty (for example, it bears a forged or missing endorsement or is altered in any way), that the item is counterfeit, bears an unauthorized signature, contains an encoding error, or should not have been paid for any other reason, FSB may debit your account for the amount of the item (plus any associated fees) and pay the amount to the claiming party. If you do not have sufficient available funds to cover a returned item, FSB may overdraw your account and charge an overdraft fee. FSB is not liable to you if there are insufficient funds to pay your items because FSB withdraws funds from your account or in any way restricts your access to funds due to a hold or debit to your account in connection with a returned item. You agree to immediately repay an overdraft caused by a return of a cashed or deposited item.

In some cases the financial institution on which the returned check or other item is drawn may send an electronic notice of return, an indemnified copy of the original, or an image replacement document (“IRD”), instead of returning the item. FSB may act on, and you agree to be bound by, the electronic notice of return, or indemnified copy, or IRD just as if the original item had been returned.

### ***Substitute Checks***

You agree that you will not deposit “substitute checks” as defined by federal law or Image Replacement Documents (“IRD”) that purport to be substitute checks and have not been previously endorsed by a bank. If you deposit such an item, you give FSB the same warranties and indemnities that FSB, as a reconverting bank would give under applicable law or regulation and you agree to reimburse FSB for claims, losses, costs, and damages FSB may incur. If you provide FSB with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse FSB for all claims, losses, costs, and damages FSB incurs because the substitute check resulting from the electronic representation does not meet applicable substitute check standards or causes duplicate payments.

### ***Unattended Banking Facility***

You agree to exercise due care in using any ATM or night depository and you agree that such use shall be at your own risk. FSB shall not be responsible for any losses or damages sustained by you while utilizing such facility, unless the loss or damage is the result of our gross negligence or willful misconduct.

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## **Processing Transactions – Withdrawals**

Transactions that you perform are not completed until FSB processes them at its headquarters office in San Antonio, Texas, or such other processing center as FSB may use, even though FSB may provide you with provisional credit.

### ***Check Cashing***

If a person wants to cash your check in FSB’s offices, FSB may require identification satisfactory to FSB. If the person with your check fails or refuses to satisfy FSB’s requirements, FSB may refuse to cash the check. FSB is not liable to you for refusing to cash the check.

FSB may cash checks payable to any signer on your account when endorsed by any other signer.

FSB may refuse to cash a check written to you for any reason. If FSB does cash such a check and it is returned to us unpaid, FSB may deduct the amount of the check from your account and may charge you a fee.

If you ask FSB to cash a check or other items for you, FSB may apply the proceeds of the check or other item to fees, overdrafts, and other amounts you owe FSB.

### ***Check Legends, Restrictions, or Notations***

FSB has no duty to honor and may disregard any information on a check other than the signature of the drawer, the identification of the payor bank and payee, the amount of the check, and any MICR-encoded (Magnetic Ink Character Recognition) information, and specifically has no duty to visually inspect signatures. If FSB does pay or accept checks or other items bearing restrictions or notations (such as "Void after 6 months," "Void over \$50.00," "Payment in full," and the like), you agree that such restrictions or notations apply only between you and the payee or maker of the check. The notation will have no effect on FSB, and you agree to accept responsibility for payment of the item and FSB is not liable to you for any claims, costs, losses, or damages that result from the placement of these restrictions or other notations on checks or other items, or from FSB's disregarding them.

### ***Order of Check and Item Processing***

FSB may accept, pay, certify, or charge to the appropriate account checks and other items in any order it chooses. An "item" includes a check, substitute check, purported substitute check, electronic item or transaction, draft, demand draft, remotely created item, image replacement document, indemnified copy, ATM withdrawal or transfer, point-of-sale transaction, preauthorized payment, automatic transfer, telephone-initiated transfer, ACH transaction, online banking transfer or bill payment instruction, withdrawal slip, in-person transfer or withdrawal, cash ticket, deposit adjustment, any other instruction or order for the payment, transfer or withdrawal of funds, and an image or photocopy of any of the foregoing.

FSB may establish different processing orders for checks and other items. FSB may establish categories for checks and other items. A category may include more than one type of item. FSB may establish a processing priority for each category. For example, FSB may treat ATM withdrawals and loan payments as one category and checks as another category and then process ATM withdrawals and loan payments before checks. Within each category, FSB may process checks and other items in any order it chooses. FSB may, in its sole discretion, change its priorities, categories, or orders at any time without notice to you. Even if FSB provisionally posts checks or other items to your account during the day, FSB may treat them as if FSB received all of them at the end of the day and process them in any order it chooses. FSB does not necessarily process transactions in the order in which they occurred.

When you do not have enough available funds in your account to cover all of the checks and other items presented that day, some processing orders may result in more insufficient funds items and more fees than others. FSB may choose its processing orders in its sole discretion and without notice to you, regardless of whether additional fees may result.

FSB currently processes checks and other items according to certain categories and priorities. Within each, FSB processes checks and other items from the lowest to highest dollar amount. If there are not enough available funds to cover all of the checks and other items processed on any given day, these categories, priorities, and processing orders may result in more insufficient funds items and more fees than may have resulted if FSB had used another processing order.

### ***Collection Items***

When you do not have enough funds in your account for FSB to process a collection item drawn on your account, FSB may charge you an overdraft or nonsufficient funds (NSF) fee.

### ***Examining Checks***

FSB uses automated check processing procedures. In accordance with standard industry practice, FSB does not review every check processed. This means that most checks are processed on the basis of the MICR (Magnetic Ink Character Recognition) line printed along the bottom edge of the check, and are not individually examined for dates, maker signatures, legends, or endorsements. You agree that FSB will have exercised ordinary care if FSB examines only those items that FSB has identified according to certain minimum criteria which FSB may establish for inspection. You agree to promptly review your account statement, and immediately report any suspicious or unauthorized activity to FSB. You agree that automated processing of your checks is reasonable and that you accept responsibility for preventing and reporting forgeries, alterations, and other unauthorized uses of your checks or accounts. You agree that the exercise of ordinary care will not require FSB to detect forgeries or

alterations that could not be detected by a person observing reasonable commercial standards.

FSB may elect, in its sole discretion, to make further inquiries about certain checks or other paper items which are presented for payment against your account. If FSB is unable to contact you, or take other steps to determine with reasonable certainty that you authorized these payments, FSB may return the checks or other paper items unpaid, and FSB will not have any liability to you with respect to these items.

### ***Facsimile Signature***

If you use an automatic check writing service, a facsimile signature, or otherwise do not provide your personal signature on a check, you agree that you shall have sole responsibility for maintaining the security of any computer, stamp, or other device by which your signature is affixed and that you shall bear the entire risk of unauthorized use of such service or device, whether or not you are negligent. You also agree that the treatment of each check presented against your account through the use of such a service or device and FSB's rights and obligations with regard to such check will be the same as if you personally signed or initiated the check. You are responsible even if the size or color of the facsimile signature is different from that of any signature previously presented to FSB. FSB may pay the withdrawal and may charge your account for it. You agree to indemnify and hold FSB harmless (and FSB may charge your account) for all claims, costs, losses, damages, liability, or expenses, including attorneys' fees, that FSB may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such service or device.

### ***Foreign Currency***

You may not write checks or other withdrawal orders on your account that order payment in a foreign currency.

### ***"Freezing" Your Account***

If FSB suspects that irregular, unauthorized, or unlawful activities may be involved with your account, FSB may "freeze" (or place a hold on) the balance in your account and in other FSB accounts, without any liability to you, pending an investigation of such suspected activities. If FSB freezes your account, FSB gives any notice required by law.

### ***Large Cash Withdrawals***

FSB may require reasonable advance notice for large cash withdrawals. FSB may refuse to honor a request to withdraw funds in cash from your account or to cash a check (including a cashier's check or other official item) if FSB believes that the amount is unreasonably large or that honoring the request would cause FSB an undue hardship or security risk. FSB is not responsible for providing for your security in any such transactions.

### ***Notice of Withdrawals***

FSB may require 7 days advance notice to withdraw or transfer funds from any account. It is unlikely, however, that FSB would require this notice.

### ***Multiple Signatures***

FSB may transfer funds between your accounts and take other action on the oral or written instructions of any authorized signer on your account. FSB may require written authorization for some actions. FSB only offers accounts which require one signature for a withdrawal. Even if you indicate on your checks or signature card or other account documents that more than one signature is required for withdrawal, you authorize FSB to pay out funds from your account if the check, item, or other withdrawal instruction is signed or approved by any one of the persons authorized to sign on the account.

### ***Paying Checks and Other Items***

FSB may debit your account for a check or other item drawn on your account either on the day it is presented to FSB for payment, by electronic or other means, or on the day FSB receives notice that the item has been deposited for collection at another financial institution – whichever is earlier. If you do not have sufficient available funds to cover the item, FSB decides whether to return it or to pay it and overdraw your account.

FSB may determine your balance and make its decision on an insufficient funds item at any time between FSB's receipt of the item or notice and the time FSB must return the item. FSB is required to determine your account balance only once during this time period.

### ***Returned or Unpaid Items***

If FSB decides not to pay a check or other item drawn on your account, FSB may return the original or a copy of

the item or send an electronic notice of return and keep either the original or a copy of the item in FSB's records. If FSB sends an electronic notice of return, you agree that any person who receives that electronic notice may use it to make a claim against you to the same extent and with the same effect as if FSB had returned the original item.

**Sample Signature**

If FSB elects to review an item, FSB may refer to a check or other document upon which your signature appears in order to determine the authenticity of your signature. FSB may use an automated process to reproduce and retain your signature from a check or other document on which your signature appears. If you create your own checks, or obtain them from someone else, and FSB cannot accurately verify your signature on a check by comparing it with a check that posted to your account, you are responsible for any losses that may result from FSB's inability to use that check to verify your signature.

**Postdated, Incomplete, or Conditional Checks**

You agree not to issue postdated, incomplete, or conditional checks, or to present them for deposit to your account. FSB has no duty to discover, observe, or comply with postdated, incomplete, or conditional checks, or checks more than six months old. FSB shall not be liable for accepting for deposit, paying, refusing to pay, or rejecting any such item.

**Substitute Checks, Indemnified Copies, Images, and Image Replacement Copies**

In some cases, FSB may receive an indemnified copy of your original check, an image replacement document ("IRD"), a substitute check, or an image of your check, instead of the original item. FSB may act upon presentment of an IRD, indemnified copy, substitute check, or image of your check and pay these items against your account, just as if the original item had been presented.

**Transaction Limits for Savings Accounts**

Generally, you may make up to six withdrawals and/or transfers from savings accounts or money market deposit accounts each monthly statement cycle. The following chart shows which transfers and withdrawals are limited, and which are not.

<p style="text-align: center;"><b>Limited Transfers and Withdrawals</b></p>	<p style="text-align: center;"><b>Unlimited Transfers and Withdrawals</b></p>
<p><i>You are limited to 6 transfers or withdrawals per monthly statement cycle of the types shown below.</i></p>	<p><i>There are no limits on transfers and withdrawals of the types shown below.</i></p>
<p>Transfers or withdrawals to another of your FSB accounts, if made by:</p> <ul style="list-style-type: none"> <li>• preauthorized transfer</li> <li>• automatic transfer</li> <li>• telephone, including fax, or</li> <li>• usaa.com</li> </ul> <p>Transfers or withdrawals to a third party, if made by:</p> <ul style="list-style-type: none"> <li>• preauthorized transfer</li> <li>• automatic transfer</li> <li>• telephone, including fax</li> <li>• usaa.com</li> <li>• check</li> <li>• draft</li> <li>• debit card, or</li> <li>• similar order payable to third parties</li> </ul>	<p>Transfers into the account.</p> <p>Transfers for the purpose of repaying FSB loans and associated expenses.</p> <p>Transfers between your FSB accounts, if made by:</p> <ul style="list-style-type: none"> <li>• mail</li> <li>• ATM, or</li> <li>• in person at a FSB office</li> </ul> <p>Withdrawals from the account, if made by:</p> <ul style="list-style-type: none"> <li>• mail</li> <li>• ATM, or</li> <li>• in person at a FSB office</li> </ul>

FSB monitors the number of savings account and money market deposit account transactions. If you exceed the transaction limits on more than an occasional basis, FSB may refuse to honor the additional transactions, revoke your privileges on that account, close the account without prior notice, convert your account to another type of account, and/or impose a fee for exceeding the limits. See the *Service Fee Schedule* for fees which may apply to excessive transactions.



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## Insufficient Funds – Overdrafts

### ***Overdrafts and Insufficient Funds Fees***

When you do not have enough available funds in your account to cover a check or other item (such as an in-person withdrawal, ATM withdrawal, automatic payment, point-of-sale or debit card purchase, or other electronic transaction), FSB considers this to be a Nonsufficient Funds (NSF) item (insufficient funds item). FSB may, without notice to you and in its sole discretion, either pay such items and overdraw your account, or decline or return such items unpaid. In either case, FSB may charge for each insufficient funds item and for each overdraft, as set forth in the Service Fee Schedule for your account. If FSB pays insufficient funds items by overdrawing your account on one or more occasions, FSB is not obligated to continue doing so in the future, and may stop paying such items and return them unpaid without notice to you.

If FSB overdraws your account to pay an insufficient funds item, you agree to repay FSB immediately, without notice or demand from FSB. FSB may use subsequent deposits or credits to the account, including without limitation deposits of government, welfare, retirement, and Social Security benefits, to pay any overdraft you owe FSB, to the fullest extent permitted by law. You understand and agree that if you do not want such benefits applied in this way, you may change your direct deposit instructions to the benefits payor at any time.

Each account holder is jointly and severally responsible for paying any overdrafts created by an authorized signer or party to the account, whether or not the account holder participates in the transaction or benefits from its proceeds. FSB may cover any overdraft by debit to any other checking, savings, or time deposit account of any account holder without notice to the account holder, but FSB is not obligated to do so. You agree to pay all costs and expenses, including attorney's fees that FSB incurs in the collection of any overdraft.

### ***Overdraft Protection***

You may elect to enroll in an overdraft protection program. By doing so, when you do not have enough available funds in your account (the "protected account") to cover a check or other item drawn by any account holder or authorized signer, you authorize and direct FSB to automatically transfer funds from another designated FSB checking or savings account or from a FSB line of credit, if available, or to charge a designated USAA credit card (the "protecting account") in order to permit FSB to honor the item(s) presented for payment. You must be an account holder of the account selected as the protecting account.

USAA credit card. If you have selected a USAA credit card for your protecting account, FSB will charge the protecting account (as a cash advance) in increments as shown in the Service Fee Schedule. FSB is not obligated to charge the protecting account for a cash advance if the issuer of the protecting account disapproves the cash advance for any reason. If FSB cannot charge the protecting account for any reason, FSB may return any item drawn on the protected account with the notation "insufficient funds." FSB may charge the protecting account for cash advances in excess of the protecting account's credit limit to permit payment of any item, but FSB is not obligated to do so.

FSB checking or savings account. If you have selected a FSB checking or savings account for your protecting account, FSB will transfer the exact overdraft amount from the protecting account to the protected account. Such transfers are considered preauthorized transfers. See Transaction Limits for Savings Accounts for details about restrictions applicable to such transfers when the protecting account is a savings account. FSB is not obligated to transfer funds from the protecting account if it has insufficient funds or if the transfer would exceed any transaction limits for the account. If the protecting account has insufficient funds, FSB may return any item drawn on the protected account with the notation "insufficient funds."

Terminating Overdraft Protection. Any account holder may terminate an overdraft protection program by giving FSB three business days notice. An overdraft protection program will terminate automatically if the protecting account expires or is closed, or if FSB reasonably believes there is unusual overdraft protection activity for the protected account. Notwithstanding any other provision of this Agreement, FSB may amend or terminate an overdraft protection program by giving 30 days notice to any one account holder.

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## Statements and Notices

### **Statements**

FSB will provide you with a statement when there is activity on your account, but no more frequently than monthly. When there is no activity, FSB may choose to provide a statement on a quarterly basis. FSB does not return cancelled checks with your statement. See the Check Copies provision below for details on reviewing these items.

### **Check Copies**

FSB does not return cancelled checks to you. You can review and obtain copies of your recent checks at no cost through [usaa.com](http://usaa.com). FSB may provide copies of checks in your account statement. You can also request that FSB provide a copy of a check. FSB may charge you a fee for check copies as shown in the Service Fee Schedule.

When a copy is unavailable or of poor quality, FSB is not liable to you for any claim, cost, loss, or damage of any kind.

To obtain a check copy, you must provide your account number, plus at least one of the following:

- check number,
- exact amount of the check, or
- the date the check was paid.

Some checks that you write may be converted to electronic debits. In this case the check is not sent to FSB for processing so FSB does not have a copy. These electronic debits are listed on your account statement.

### **Notices**

FSB informs you of changes affecting your rights and obligations by providing notices to you. FSB may post such notices in its office or on its website. FSB may include notices with or on your statement.

### **Delivery of Statements and Notices**

FSB will send statements and notices to your last known address or make them available electronically. For accounts with more than one account holder, statements or notices sent or made available to any one account holder are deemed to be sent or made available to all account holders.

FSB may destroy or retain a statement or notice that is returned or that FSB determines to be undeliverable. Statements and notices are deemed delivered to you at the time they are returned to FSB or determined to be undeliverable. If a notice of a change to this Agreement is returned to FSB or otherwise determined to be undeliverable, you agree that the change contained in the notice is still effective and binding on you.

### **Examining Statements and Reporting Problems**

You agree to promptly and carefully review your account statement and any items reflected on the statement. You must report problems or unauthorized transactions to FSB immediately. You agree that 60 days after FSB sends a statement or makes items available is the maximum reasonable amount of time for you to review your statement or items and report any problem or unauthorized transaction related to a matter shown on the statement or items. Except as provided by law with respect to electronic funds transfers, if you do not notify FSB of suspected problems or unauthorized transactions within 60 days after FSB sends your statement or makes items available, you agree that you cannot make a claim against FSB relating to the unreported problems or unauthorized transactions, regardless of the care or lack of care FSB may have exercised in handling your account. In addition, if you fail to report an unauthorized transaction on your account within 60 days following the closing date of the statement containing information about the first unauthorized transaction, FSB is not liable to you for subsequent unauthorized transactions on your account by the same person.

If there are any unauthorized transactions on your account (such as missing, stolen, or unauthorized checks), FSB may require you to close your current account and open a new one. If you do not do so, FSB is not liable to you for subsequent losses or damages on the account due to forgery, fraud, or other unauthorized use. When you open a new account, you are responsible for notifying any third parties that need to know your new account number.

If you report to FSB that a forgery, alteration, or other unauthorized transaction has occurred on your account, you agree to cooperate with FSB in the investigation and prosecution of your claim and any attempt to recover funds. You agree to provide FSB with an affidavit containing the information FSB requires concerning the transaction. FSB may deny your claim if you fail to provide FSB with any affidavit it requires. You also agree to assist FSB in identifying and prosecuting the suspected wrongdoer(s).

You agree that FSB has a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss and that FSB has no obligation to provisionally credit your account, unless otherwise required by law. FSB's maximum liability is the lesser of your actual damages proved or the amount of the missing deposit or the forgery, alteration, or other unauthorized withdrawal, reduced in all cases by the amount of the loss that could have been avoided by your use of ordinary care. FSB is not liable to you for special or consequential losses or damages of any kind, including loss of profits and opportunity or for attorneys' fees you incur.

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## **Funds Availability**

### ***Remote Deposit Capture and Similar Services***

The availability periods described in this section do not apply to funds submitted through FSB's USAA Deposit@Home, USAA Deposit@Mobile, USAA EasyDeposit, other remote check deposit or remote deposit capture services, ACH debit transactions (where FSB drafts funds from (debits) a non-USAA account for deposit into your FSB account), or other similar services. FSB will hold the funds for up to seven business days from the date of deposit. In some instances, funds may be available sooner than seven business days based on such factors as credit worthiness, the length and extent of your relationship with FSB and its affiliates, transaction and experience history, and such other factors as FSB, in its sole discretion, deems relevant.

### ***Your Ability to Withdraw Funds***

Your ability to withdraw funds deposited into your account generally depends on the kind of deposit and when FSB receives the deposit. Our policy is to delay the availability of funds from your cash and check deposits. Once they are available, you can withdraw funds in cash and FSB will use funds to pay checks that you have written.

The availability periods described in this section are FSB's general availability policies and state the maximum availability periods that may apply. In some instances, you may receive faster availability of your funds based on such factors as credit worthiness, the length and extent of your relationship with FSB and its affiliates, transaction and experience history, and such other factors as FSB, in its sole discretion, deems relevant.

### ***Cash Withdrawal Limitation***

FSB places certain limitations on withdrawals in cash. In general, \$200 of a deposit is available for withdrawal in cash on the first business day after the day of deposit. In addition, a total of \$400 of other funds becoming available on a given day is available for withdrawal in cash at or after 5:00 p.m. Central Time on that day. Any remaining funds will be available for withdrawal in cash on the following business day.

### ***Determining When a Deposit is Received***

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

Deposits in Person at an FSB Office, but not USAA Financial Centers. If you make a deposit in person to a FSB employee in FSB's headquarters office in San Antonio, Texas before 4 p.m. Central Time on a business day that FSB is open. FSB will consider that day to be the day of your deposit.

However, if you make a deposit after that hour or on a day that is not a business day or that FSB is not open, FSB will consider the deposit to have been made on the next business day. If FSB closes before 4 p.m. Central Time, then deposits made after closing will be considered received on the next business day.

Deposits in a USAA Financial Center. Employees in USAA Financial Centers do not accept deposits in person. If you wish to make a deposit in person in a USAA Financial Center, you may do so through the ATM located in the USAA Financial Center or through any self-service remote deposit capture facilities located in the USAA Financial Center. Such deposits will be processed as ATM deposits or remote check deposits, respectively.

Mailed Deposits. When you mail your deposits, FSB will consider the deposit made on the day FSB receives the deposit in its offices in San Antonio, Texas.

ATM Deposits. If you make an ATM deposit before 12 noon Central Time, or such later time as may be either posted on the ATM or displayed on the ATM screen on a business day that FSB is open, FSB considers that day to be the day of your deposit. If you make an ATM deposit after such times, or on a day when FSB is not open, FSB considers that the deposit was made on the next business day FSB is open.

Deposit Boxes. If you make a deposit in a box designated for FSB deposits, FSB considers the deposit made on the day it receives the deposit in its San Antonio, Texas office, or such time as may be posted on the deposit box.

### **Determining Availability of a Deposit**

FSB generally makes funds available to you as shown below.

<b>When Available</b>	<b>Type of Deposit</b>
<i>Same business day as the day of deposit.</i>	<ul style="list-style-type: none"> <li>• Funds received electronically through an ACH credit</li> <li>• Transfers from other FSB accounts you own</li> </ul>
<i>Next business day after the day of deposit</i>	<ul style="list-style-type: none"> <li>• U.S. Treasury checks that are payable to you</li> <li>• Wire Transfers – Funds received electronically by wire transfer</li> <li>• Checks drawn on USAA Federal Savings Bank</li> <li>• Other checks – The first \$5,000 from deposits not otherwise listed.</li> <li>• U.S. Treasury checks that are payable to you</li> </ul> <p>If you make the following deposits <b>in person</b> to a FSB employee, these funds are also available on the next business day after the day of deposit.</p> <ul style="list-style-type: none"> <li>• Cash</li> <li>• State or local government checks payable to you and issued in the state where you make the deposit</li> <li>• Cashier's, certified, or teller's checks payable to you</li> <li>• Federal Reserve Bank and Federal Home Loan Bank checks payable to you</li> <li>• U.S. Postal Service money orders payable to you</li> </ul>
<i>Second business day after the day of deposit.</i>	<ul style="list-style-type: none"> <li>• The funds in excess of \$5,000 from deposits of checks not otherwise listed above as having an earlier availability.</li> </ul> <p>If you <b>do not</b> make the following deposits in person to a FSB employee, these funds are available on the second business day after the day of deposit.</p> <ul style="list-style-type: none"> <li>• Cash</li> <li>• State or local government checks payable to you and issued in the state where you make the deposit</li> <li>• Cashier's, certified, or teller's checks payable to you</li> <li>• Federal Reserve Bank and Federal Home Loan Bank checks payable to you</li> <li>• U.S. Postal Service money orders payable to you</li> </ul>
<i>Fifth business day after the day of deposit</i>	<ul style="list-style-type: none"> <li>• ATM Deposits, whether cash or check, made at an ATM not owned by FSB.</li> </ul>

### **Longer Delays May Apply**

Generally, if the funds from your deposit will be available later than the times shown above, FSB will notify you at the time you make your deposit and will tell you when the funds will be available. If your deposit is not made directly to a FSB employee or if FSB decides to take this action after you have left FSB's office, FSB will send notice no later than the business day after the day of deposit.

For deposits made by check, availability of the funds may be delayed for a longer period under the following circumstances:

- FSB believes a check you deposited will not be paid.
- You deposited more than \$5,000 on any one business day into all of your accounts.
- You redeposit a check that has been returned unpaid.
- One or more of your accounts has been overdrawn repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

FSB will notify you if FSB delays your ability to withdraw funds for any of these reasons and will tell you when the funds will be available. Funds will generally be available no later than the seventh business day after the day of your deposit.

### **Special Rules for New Accounts**

If you are a new account holder, special rules may apply during the first 30 days your account is open.

- Funds received electronically through an ACH credit, deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government

checks will be available on the first business day after the day of deposit if the checks are payable to you. The excess over \$5,000 will be available on the ninth business day after the day of deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to a FSB employee, the first \$5,000 will not be available until the second business day after the day of deposit.

- Funds from all other check deposits will generally be available no later than the fifteenth business day after the day of deposit.

### ***Holds on Other Funds***

If FSB cashes a check for you that is drawn on another bank, FSB may withhold the availability of a corresponding amount of funds that are already in your account. If FSB accepts for deposit a check that is drawn on another financial institution, FSB may make funds from the deposit available for withdrawal immediately, but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with FSB. In either case, FSB will make these funds available in accordance with the policy described above for the type of check that was cashed or deposited.

### ***Other Provisions of this Agreement***

FSB's making funds available to you does not waive any of FSB's rights under the law of this Agreement. Among other things, this means that making funds provisionally available is not final until processing is completed and entered on FSB's records at its headquarters office in San Antonio, Texas.

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## **Electronic Banking Services**

FSB provides a variety of electronic funds transfer (EFT) services for accounts. These include all transfers resulting from the USAA Debit Card, USAA ATM Card, electronic payments, credits, and transfers (excluding wire transfers), telephone transfers, and online banking transactions. FSB may issue you an access device in connection with the use of any EFT services. The access device may be a card, code, or other means of accessing your account to initiate EFTs.

Any authorized signer on an account may apply for EFT services on behalf of all authorized signers.

### ***General Information***

You agree to use any debit card, ATM card, or other device or code FSB provides for access to your account only in the manner and for the purposes described below and in any applicable agreement. If you attempt to use the card or code in any other manner or for any other purpose, FSB may reject the transaction, or at its discretion FSB may complete it without incurring any obligation to honor the same type of transaction on future occasions. FSB may decide not to issue a card or code to any person, and FSB may terminate a card or code at any time without cause or notice.

Safeguarding Your Information. You are responsible for maintaining the confidentiality of your account authentication credentials (username, password, tokens, or other) and for restricting access to your devices capable of accessing your accounts. If you provide authentication credentials to another person, any account or transaction activity by that person, or others who may receive your credentials due to your sharing, may be deemed authorized activity and you may be held responsible for that activity. You agree to notify us promptly of any unauthorized use of your password or breach of security. We may terminate your digital access to protect your interest or FSB's interests at any time.

Types of Transactions. You can perform the following transactions with any debit card, ATM card, or other device or code, depending on the accounts and services associated with your account:

- Withdraw cash from your checking, money market, or savings account.
- Make deposits to your checking, money market, or savings account at a USAA ATM only.
- Transfer funds between your checking and savings accounts.
- Pay for purchases at places that have agreed to accept FSB's debit card or other device or code.
- Obtain account balance information. (These transactions are not covered by the error resolution or liability provisions of this section. Balance information may not reflect recent transactions and may include funds that are not available for immediate withdrawal.)
- Obtain non-ATM cash at any financial institution that honors FSB debit card.
- Pay bills directly from your checking account by telephone or on usaa.com.

FSB's debit card is currently accepted at most merchant locations and at certain other institutions. Some services may not be available at all ATM or point-of-sale (POS) terminals. If you use your card at an ATM outside of the

United States, you may not have access to your money market or savings accounts.

Limitations on Transfers, Amount, and Frequency of Transactions. FSB places limits on the amount of cash withdrawals, cash advances, and point-of-sale transactions available to you each day. See the *Service Fee Schedule* for the current limits. There are daily limits on transferring of funds. Contact FSB for further details. For security reasons, there may be times when FSB further limits these amounts. If your account is not in an active status, FSB may temporarily suspend access to your account by use of your ATM or debit card. Different limits may apply at terminals FSB does not own or operate.

### ***Automated Teller Machine (ATM) Cards and Debit Cards***

Terms of Transactions. By using your ATM or debit card, you agree to the following terms:

- Your card remains FSB's property and must be surrendered to FSB upon request.
- FSB may cancel or replace your card at any time without notice.
- You will abide by FSB's rules and regulations relating to the use of your card.
- You will notify FSB promptly of the loss of your card.
- You will not reveal your card or any access code associated with your card (personal identification number or PIN) to any person not authorized to use your card. If you permit another person to use your PIN or account number(s) and related code(s), you are responsible for all transactions conducted by that person (even if he or she exceeds your authorization), until you notify FSB that the person is not authorized so that FSB may block the codes and issue new ones.
- You will not write your PIN on your card or on any item kept with your card.
- For merchant purchases, FSB has the right to place a temporary hold on your account in an amount equal to the authorization amount received through the payment authorization system. In certain circumstances, the payment authorization system permits the authorization amount FSB receives to be more or less than the final amount of the transaction. This typically happens when the final amount of your purchase is not known at the moment when you or the merchant "swipes" your card for authorization. In this situation, FSB reserves the right to place a temporary hold on your account in an amount FSB determines is reasonable based on the type of the transaction. Until the transaction finally settles, or FSB determines that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. FSB will only charge your account for the amount of the final transaction, and will release any excess amount when the transaction finally settles.
- FSB has the right to refuse a transaction on your account when your card has been reported lost or stolen, or when FSB reasonably believes there is unusual activity on your account.
- If you use your card to access an account that is no longer available to complete a transaction, FSB may, in its sole discretion, charge or credit the transaction to another account.
- If you use your card to access an account that does not have sufficient funds to complete a transaction or that would exceed the daily authorization limit attached to your card, FSB may, in its sole discretion, authorize the transaction. If FSB authorizes a transaction that overdraws your account, FSB may assess a fee and/or charge interest for any overdraft against your account.
- You shall not use your card to initiate a transaction involving internet gambling or illegal activities, regardless of the jurisdiction in which you are located, including locations within the United States, and FSB has the right to refuse a transaction which FSB reasonably believes involves such activities.

Foreign Transactions. If you conduct a transaction in a currency other than U.S. dollars, or the merchant network, the associations will convert any related debit or credit into U.S. dollars in accordance with its then current policies, which may include fees for the transaction. The conversion rate may be different from the rates in effect on the date of your transaction and the date it is posted to your account. FSB may impose a charge for any transaction that you conduct outside the United States or in a foreign currency. See the *Service Fee Schedule* for the current amount FSB charges.

Refunds on Purchases. You will not receive cash refunds for purchases made with your debit card. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment, which FSB will apply as a credit to your account.

ATM Fees. When you use an ATM not owned by FSB, you may be charged a fee by the ATM operator or any network used, including a fee for a balance inquiry even if you do not complete a funds transfer.

### ***Payments, Credits, and Transfers***

FSB can electronically transfer funds from your account to other parties and can receive funds electronically from other parties for deposit to your account. FSB may do this by "ACH" (as a member of a local or national

Automated Clearing House association) and other EFT networks.

**ACH Debits and Credits.** From time to time, originators that you authorize may send automated clearing house (ACH) credits or debits for your account. For each ACH transaction, you agree that the transaction is subject to the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rules then in effect. You agree that FSB may rely on the representations and warranties contained in these operating rules and either credit or debit your account, as instructed by the originator of the ACH transaction. You must notify FSB immediately of unauthorized activity.

**ACH Provisional Payment Rule.** Under ACH rules, funds transfers sent through an ACH are provisional and may be revoked prior to final settlement. You agree to these rules. If the funds transfer is revoked before final settlement, FSB may charge your account for the amount credited. The person who sent the funds transfer is considered not to have paid you. If this happens, FSB does not send a separate notice; FSB reports the information on your account statement.

**Suspension or Cancellation of ACH Transactions.** From time to time FSB may need to temporarily suspend processing of ACH transactions in order to comply with regulatory requirements. This may affect settlement and/or availability of the funds for these transactions. FSB reserves the right to cancel preauthorized ACH debits from your account without notice if there are insufficient funds in the account and FSB has no notice of a pending credit to the account that would provide sufficient funds for the ACH debit transaction within 24 hours prior to the scheduled ACH debit transaction.

### **Online Bill Payment and Transfer Services**

You may use usaa.com (or other electronic means as FSB may make available) to obtain account information, make transfers between FSB accounts and pay bills from your USAA checking account. You will receive an agreement and applicable disclosures when you sign up for these services. You must have a personal computer equipped with a modem or other hardware/software to access the internet to use usaa.com. You are responsible for the selection, installation, maintenance, and operation of your hardware and software. FSB is not responsible for any errors, failures, or malfunctions of your hardware or software, or for any virus, malicious software, or related problems that may occur with your use of this service. You are responsible for ensuring that your hardware and software are compatible with usaa.com. FSB reserves the right to change its system requirements from time to time.

### **Electronic Check Conversion**

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

### **Records of Your Transactions**

- **Receipts.** You can get a receipt at the time you make any transfer to or from your account using one of FSB's ATMs or at the time you make a purchase with your FSB debit card. You may not receive a receipt if a transaction is \$15 or less. ATM receipts are not final since each transaction is subject to FSB's later verification. If there is a conflict between the receipt and FSB's records, FSB's records will control.
- **Preauthorized Credits.** If you have direct deposits made to your account at least once every 60 days from the same person or company, you can go to usaa.com or call FSB to find out whether FSB received the deposit.
- **Account Statements.** Your account statement will reflect EFT transactions. See the *Statements and Notices* section for information, including your responsibility to review your statements.
- **Varying Preauthorized Transfers.** If you have authorized regular payments out of your account and they may vary in amount, the person receiving the payments will tell you 10 days before each payment when it will be made and how much it will be, unless you have agreed to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside limits that you set.

### **Your Liability for Unauthorized Transfers**

Tell FSB **AT ONCE** if you believe your ATM card, debit card, Personal Identification Number (PIN) or similar code has been lost, stolen, or learned by an unauthorized person, or if you believe that an electronic fund transfer has been made without your permission using information from your check. If you tell FSB **within two business days** after you learn of the loss or theft, you can lose no more than \$50 for an unauthorized electronic funds transfer or a series of related unauthorized transfers should someone use your card or code without your permission.

If you do NOT tell FSB within two business days after you learn of the loss or theft of your card or code and FSB could have stopped someone from using your card or code without your permission if you had told FSB, you could lose as much as \$500.

Your losses could include all of the money in your account plus, if you have an overdraft protection plan linked to your account, any transfers from another account, or any advances on a credit line or credit card.

Tell FSB **AT ONCE** if your statement shows transfers that you did not make, including those made by card, code, or other means. If you do not tell FSB within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if FSB could have stopped someone from taking the money if you had told FSB in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling FSB, FSB will extend the time periods for claims of unauthorized transfers.

**The Telephone Number and Address to Report Unauthorized Transfer and Lost or Stolen USAA ATM cards and debit cards or access codes are shown on the *Service Fee Schedule*. You may also contact FSB on [usaa.com](http://usaa.com).** You should also call the number or write to the address listed on the *Service Fee Schedule* or contact FSB at [usaa.com](http://usaa.com) if you believe a transfer has been made using the information from your check without your permission. If unauthorized activity occurs, you agree to cooperate during the investigation and to complete an affidavit regarding the unauthorized activity.

### ***Preauthorized Payments***

Right to Stop Payment and Procedure for Doing So. If you have told FSB in advance to make regular payments out of your account or if you have authorized someone to debit your account on a regular basis through the ACH system, your debit card, or any other electronic funds transfer, you can stop any of these payments by calling or writing to FSB. You must notify FSB in time for FSB to receive your request three business days or more before the payment is scheduled to be made. If you call, FSB may also require you to put your request in writing and get it to FSB within 14 days after your call. You must provide the exact amount of the payment you have stopped, as well as other identifying information which FSB will request. FSB may charge you a fee for each stop payment order you give. See *Stop Payment Orders* in the *Additional Terms and Services* section for more information about Stop Payment Orders on electronic funds transfers. If FSB requires written confirmation and does not receive it, FSB may remove the oral stop payment order after 14 days.

Liability for Failure to Stop Payment. If you order FSB to stop a preauthorized payment three business days or more before the transfer is scheduled and you have given FSB the information it requested, including the exact amount of the payment, and FSB fails to stop the payment, FSB will be liable for your damages directly caused by FSB's failure to stop the payment.

### ***Liability for Failure to Make Transfers***

If FSB does not complete a transfer to or from your account on time or in the correct amount according to FSB's agreement with you, FSB will be liable for your losses or damages. However, there are some exceptions. FSB will not be liable, for instance:

- If, through no fault of FSB, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft protection plan.
- If the ATM where you are making the transfer 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 FSB's control (such as power outages, equipment failures, fire, or flood) prevent the transfer, despite reasonable precautions that FSB has taken.
- If the funds are subject to legal process or other encumbrance restricting the transfer.
- If an account becomes dormant or inactive, in which case FSB may terminate card or code access to that account.
- If your card or code has been revoked due to inactivity or at FSB's discretion.

There may be other exceptions as stated in this agreement or as permitted by law.



### ***Error Resolution Procedure***

In case of errors or questions about your electronic transfers, contact FSB as soon as you can through usaa.com, or call or write as shown on the Service Fee Schedule if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. FSB must hear from you no later than 60 days after FSB has sent you the FIRST statement on which the problem or error appeared.

- (1) Provide your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Provide the dollar amount of the suspected error.

If you tell FSB orally, FSB may require that you send your complaint or question in writing within 10 business days.

FSB will determine whether an error occurred within 10 business days after FSB hears from you and will correct any error promptly. If FSB needs more time, however, FSB may take up to 45 days to investigate your complaint or question. If FSB decides to do this, FSB will credit your account within 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 FSB to complete its investigation. If FSB asks you to put your complaint or question in writing and does not receive it within 10 business days, FSB may not credit your account.

For errors involving new accounts, a point-of-sale transaction, or a transaction initiated outside a state, territory, or possession of the United States, FSB may take up to 90 days (instead of 45) to investigate. For new accounts, FSB may take up to 20 business days to credit your account for the amount you think is in error.

FSB will tell you the results within three business days after completing its investigation. If FSB decides that there was no error, FSB will send you a written explanation. You may ask for copies of any documents that FSB used in its investigation.

**UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS, INCLUDING ONE-TIME POINT OF SALE TRANSACTIONS.** Therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment. See [Right to Stop Payment and Procedures for Doing So](#) in the **Preauthorized Payments** provision and the [Additional Information About Automatic Clearing House \(ACH\) Stop Payment Orders](#) in the **Stop Payment** provision for additional information.

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## **ATM and Debit Card Tips**

The suggestions that follow offer some helpful hints on protecting your ATM or debit card, and exercising care when using an ATM. Please review them.

### ***Protecting Your ATM or Debit Card***

- Always sign your new card as soon as you receive it. Destroy any old cards.
- Always protect your card just as you would cash, checks, or credit cards. Keep your card in a safe place. If your card is lost or stolen, contact FSB immediately.
- Always protect your personal identification number (PIN). Never give your number to anyone and you should never write your number anywhere, especially on your card. If you choose your own PIN, avoid using obvious numbers such as telephone numbers, addresses, or birth dates.
- Never give information about your card or PIN over the telephone. If someone is asking for this information, refuse and immediately notify FSB.
- Make sure all internet purchases are secured with encryption to protect your Account information. Look for a "secure transaction" symbol – generally a small icon such as a padlock.
- Always be sure to log off any site after making a purchase with your card. If you cannot log off, shut down your browser to help prevent unauthorized access to your Account information.
- Never send your card number or PIN through email, as it is typically not secure.
- Never provide anyone with the security codes printed on your card unless you initiated the transaction and the codes are required to complete the transaction.

### ***Using an ATM***

- ATMs may be monitored by surveillance cameras, which record activity in the area of the ATM.
- When you enter or exit an ATM in an enclosed area, be sure you close the entry door completely. Do not

open locked ATM vestibule doors for others or allow any unknown persons to enter the ATM area when you are making your transaction. Authorized customers should have their own access.

- After completing your transaction, secure your card and cash immediately, before exiting the ATM area. Count it later in the safety of your locked car or home.
- Shield the keypad with your hand or body while entering your PIN. Do not leave your transaction record at the ATM. Keep your transaction record in a safe place, and be sure to compare it to your statement.
- If you use a drive-up ATM, be sure passenger windows are rolled up and your doors are locked.
- Be aware of your surroundings, especially after dark. If you must use an ATM at night, consider taking someone with you.
- If you notice anything suspicious or that you deem unsafe, such as the lighting around the ATM is not working, possible machine tampering, or the presence of unauthorized equipment attached to the machine, use another ATM or return later.
- Report all crimes immediately to law enforcement officials.
- If you need emergency assistance, call 911 from the nearest telephone.

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## Wire Transfer and Other Such Funds Transfer Services

### **Payment Orders**

The following provisions apply to payment orders governed by Article 4A, Funds Transfers, of the Uniform Commercial Code, as adopted by the state of Texas.<sup>1</sup> Such payment orders include wire transfers. These provisions do not apply to transactions described above in the *Electronic Banking Services* section of this agreement, or to payments by check, draft, or similar instrument.

FSB may charge fees for sending or receiving a payment order. FSB may deduct its fees from your account or from the amount of the transfer. For current fees, see the *Service Fee Schedule*. Funds Transfer services may not be available to all account holders. FSB reserves the right to limit the availability of Funds Transfer services based on such factors as credit worthiness, the length and extent of your relationship with FSB and its affiliates, transaction and experience history, and such other factors as FSB, in its sole discretion, deems relevant.

### **Processing Orders**

At its discretion, FSB may process your payment order to transfer funds to another FSB account or to an account at another financial institution. FSB reserves the right to reject any payment order without cause or prior notice, and may notify you of the rejection orally, electronically, or in writing. FSB is not liable to you for the rejection or obligated to pay you interest for the period before you receive notice of rejection. You agree that payment orders must comply with all applicable laws of the United States.

### **Cutoff Hours**

FSB's cutoff time for processing payment orders is 2 p.m. Central Time, but is subject to change without notice. Payment orders received after the processing cutoff time may be processed on FSB's next business day.

### **Payment Order Accuracy**

You must accurately describe the beneficiary of your payment order and the beneficiary's financial institution. If you describe any beneficiary or institution inconsistently by name and account number, FSB and other institutions may process your outgoing payment order solely on the basis of the account number, even if the order identifies a person or entity different from the named beneficiary or institution. FSB may also process incoming funds transfers based on the account number, rather than on any inconsistent name reflected in the payment order. If you give FSB a payment order that is erroneous in any way, you agree to pay the amount of the order whether or not the error could have been detected by any security procedure FSB may employ.

### **Amending or Cancelling Payment Orders**

You may not amend or cancel a payment order after FSB receives it. If you ask FSB to do this, FSB may make a reasonable effort to act on your request and may charge a fee for doing so. FSB is not liable to you if, for any reason, a payment order is not amended or canceled. You agree to indemnify, defend, and hold FSB harmless from any loss, damage, claim, action, or liability that results, and any charges and costs FSB incurs, in connection with your request to amend or cancel a payment order.

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<sup>1</sup> Texas Business and Commerce Code, chapter 4.

### ***Foreign Transfers***

Foreign transfers may be subject to delays, charges imposed by other financial institutions, and changes in foreign currency exchange rates. If you direct a payment order to a foreign country, FSB may execute the order in the currency of the country of the payee's bank at either FSB's buying rate of exchange for U.S. dollar transfers or the exchange rate of the payee bank. If for any reason the payment order is returned to FSB, you agree to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses FSB incurs. Intermediary banks may deduct their fees from the amount of any payment order they process.

### ***Sending Payment Orders***

FSB may select any intermediary bank, funds transfer system, or means of transmittal to send your payment orders. FSB's selection may differ from that indicated in your instructions.

### ***Errors or Questions About Your Payment Orders***

FSB notifies you about funds transfers by listing them on your account statement. In some cases, FSB also may notify you electronically, in writing, or by a report produced through an information reporting service. However, FSB is not required to provide such additional notifications.

You must notify FSB at once if you think a funds transfer shown on your statement or other notice is incorrect. You must send FSB written notice, including a statement of relevant facts, no later than 14 days after the date you receive the first notice or statement on which the problem or error appears.

If you fail to notify FSB within this 14-day period, FSB is not liable for any loss of interest because of an unauthorized or erroneous debit or because your statement or notice is incorrect. FSB is not required to compensate you, and FSB is not required to credit or adjust your account for any loss of interest or interest equivalent.

### ***Security Procedures***

Unless you and FSB agree on another security procedure, you agree that FSB may confirm the authenticity and content of payment orders by contacting any account holder or authorized signer using the contact information on record with FSB. Using this security procedure, FSB may process any payment order which FSB believes you transmitted or authorized. You agree that FSB's security procedures are commercially reasonable and that such payment orders will be deemed effective as if you made them, and you will be obligated to pay FSB in the amount of such orders, even though you did not transmit or authorize them. If FSB cannot reach you, or if the payment order is not confirmed or approved in the manner FSB requires, FSB may refuse to execute the payment order. You acknowledge and agree that the FSB's security procedures are designed to verify the authenticity of payment orders and not to detect errors in the content of any such payment order.

### ***Limitation of Liability***

FSB's liability for any act or failure to act shall not exceed any direct resulting loss, if any, which you incur, and payment of interest. Unless otherwise required by law, FSB will not be liable for any consequential, indirect, or special damage that you incur in connection with payment orders, even if FSB is aware of the possibility for such damages.

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## **Additional Terms and Services**

This section contains additional terms that apply to your account and describes some other services FSB offers for use with your account.

### ***Business Days***

FSB's business days are Monday through Friday, excluding bank holidays. FSB may switch from one business day to the next business day before the end of the calendar day. Hours of operation are available on [usaa.com](http://usaa.com).

### ***Checks and Deposit Slip Forms***

Checks you write may be converted into electronic images (truncated) during the check collection and return process. You are liable for all claims, costs, losses, and damages that may result, and FSB may refuse to accept or may charge you a fee for each check or other item if:

- you elect to create your own checks or have your checks printed by a vendor that FSB has not approved;

- you use check stock or features (such as security features) that cause critical data to disappear or be obscured upon truncation; or
- you make your check out in a way that causes critical data to disappear or be obscured upon truncation (such as, by using a lightly colored ink).

You are responsible for verifying the accuracy of all information on your checks and other forms. FSB's liability, if any, for any printing errors on checks or other forms obtained through FSB is limited to the cost of replacing the forms. FSB is not liable for any claims, costs, losses, or damages you may incur when you use checks or other forms not obtained through FSB.

### ***Conflicting Claims About Your Account***

If there is any uncertainty regarding the ownership of an account or its funds, if there are conflicting demands over its ownership or control, if FSB is unable to determine any person's authority to give instructions, or if FSB believes a transaction may be fraudulent or may violate any law, FSB may, at its sole discretion and without liability to you:

- freeze the account and refuse transactions until FSB receives proof (in form and substance satisfactory to FSB) of each person's right and authority over the account and its funds;
- refuse transactions and return checks, marked "Refer to Maker" (or similar language);
- require signatures of all authorized signers for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account;
- request instructions from a court of competent jurisdiction at your expense regarding the account or transaction;
- continue to rely on any current signature cards and other account documents;
- honor the competing claim upon receipt of evidence FSB deems satisfactory to justify such claim; or
- close the account and send payment for the balance in the account, payable to you or to you and each claimant.

FSB is not obligated to assert any of the rights set out above or to deny a transaction. FSB is not required to determine whether a dispute has merit in order to exercise any of the rights set out above. You are liable for all expenses and fees FSB incurs, including attorneys' fees, and FSB may charge them to your account.

### ***Currency Exchange Rate***

If FSB receives a transaction denominated in a foreign currency for credit to your account (such as a wire denominated in a foreign currency), FSB may determine, in its discretion, and then assign a currency exchange rate to your transaction without notice to you. You agree to this procedure and accept FSB's determination of the currency exchange rate. FSB may consider many factors in setting its currency exchange rates, including without limitation exchange rates charged by other parties, desired rates of return, market risk, and credit risk. You acknowledge that exchange rates for retail and commercial transactions, and for transactions effected after regular business hours and on weekends, are different from the exchange rates for large inter-bank transactions effected during the business day, as reported in *The Wall Street Journal* or elsewhere. Exchange rates offered by other dealers, or shown at other sources (including online sources) may be different from FSB's rates. FSB is not liable to you if its rates are different from rates offered or reported by third parties, or offered by FSB at a different time, at a different location, for a different transaction amount, or involving a different payment media (such as banknotes, checks, and wire transfers). You also acknowledge that currency exchange rates can be highly volatile. You assume all risks relating to or arising from fluctuations in the exchange rates between currencies involved in each of these transactions.

### ***Cutoff Time for Receipt of Orders***

The cutoff time for FSB's receipt of a stop payment order, restraining order, writ of attachment or execution, levy, garnishment, or similar order relating to your account is 10 a.m. Central Time each business day. The cutoff time relates to FSB's obligation to pay or return checks and other items. If FSB receives an order before this cutoff time, FSB may review items presented for payment against your account on the previous business day to determine whether FSB needs to return any of them to comply with the order. If FSB receives the order after the cutoff time, FSB may not review items presented on the previous business day. For example, if you give FSB a stop payment order after the cutoff time and the item you want to stop was previously presented for payment or otherwise before FSB has the opportunity to act on your order, your order comes too late to stop payment on the item. Or, if FSB receives a levy before the cutoff time and you do not have enough funds in your account to cover both the levy and all items presented against your account the previous business day, FSB may return one or more items and apply the funds to the levy.

### ***Death or Incompetence***

You agree to notify FSB promptly if any account holder or authorized signer on your account dies or is declared incompetent by a court. FSB may place a hold on your account and refuse to accept deposits or permit withdrawals when an account holder dies or is declared incompetent. FSB may hold any funds in your account until FSB knows the identity of the successor.

If a deposit – including salary, pension, Social Security, and Supplemental Security Income (SSI) – payable to the deceased account holder is credited to the account after the date the deceased account holder died, FSB may debit the account for the deposit and return it to the payer.

### ***Indemnification and Limitation of Liability***

You agree to reimburse FSB for all claims, costs, losses, and damages (including fees paid for collection) FSB may incur with respect to overdrafts or returned deposits in connection with your account.

FSB is not liable to you for any claim, cost, loss, or damage caused by an event that is beyond FSB's reasonable control. In particular, FSB is not liable to you if circumstances beyond FSB's reasonable control prevent FSB from, or delay FSB in, performing its obligations for a service, including acting on a payment order, crediting a funds transfer to your account, processing a transaction, or crediting your account.

Circumstances beyond FSB's reasonable control include: a natural disaster, such as a tornado, hurricane, earthquake, or flood; emergency conditions, such as a war, terrorist attack, riot, fire, theft, or labor dispute; a legal constraint or governmental action or inaction; the breakdown or failure of FSB's equipment for any reason, including a loss of electric power; the breakdown of any private or common carrier communication or transmission facilities, any time-sharing supplier, or any mail or courier service; the potential violation of any guideline, rule, or regulation of any government authority; suspension of payments by another bank; or your act, omission, negligence, or fault.

FSB is not liable for special, incidental, exemplary, punitive, or consequential losses or damages of any kind.

### ***Legal Process***

FSB may accept and act on any legal process, without any liability to you, that FSB believes to be valid, whether served in person, by mail, by facsimile transmission, or by other means, at locations other than the FSB's office at which the account, property, or records are held, or if served in a state other than the state where the account, property, or records are held. "Legal process" includes a subpoena, restraining order, injunction, writ of attachment or execution, levy, garnishment, tax withholding order, search warrant, forfeiture, or other similar order relating to your account. You direct FSB not to contest the legal process.

FSB will hold and turn over funds or other property to the court or creditor as directed by the legal process. FSB does not pay interest on the funds during the period FSB holds them. If FSB uses funds from a time deposit account, FSB may impose an early withdrawal penalty.

FSB may charge your account a legal process fee for each order. You agree to pay FSB's fees and expenses for research and copying of documents and all other expenses, including administrative expenses, that FSB incurs in responding to any legal process related to your account. These may include attorneys' fees. FSB may deduct these fees and expenses from any of your accounts without prior notice to you. Any garnishment, attachment or other levy against your account is subject to FSB's right of setoff and any security interest FSB has in the account. See the *Service Fee Schedule* for current fees.

FSB is not liable to you for not paying items because FSB has held or withdrawn funds from your account or in any way restricted your access to funds because of a legal process.

### ***Power of Attorney***

If you want to grant someone power of attorney over your account, FSB may ask that you complete its power of attorney form, which is available on [usaa.com](http://usaa.com). FSB may accept any power of attorney form that it believes was executed by you and act on instructions FSB receives under that form without any liability to you. You agree to reimburse FSB for all claims, costs, losses, and damages that FSB incurs in accepting and acting on any power of attorney form that FSB believes you executed. In some cases FSB may require that the attorney-in-fact confirm in an affidavit that the power has not been revoked or terminated, or that you register the power with the appropriate recording authorities. FSB may restrict the types or sizes of transactions it permits an attorney-in-fact to conduct.

FSB may require a separate form for each attorney-in-fact and for each account for which you want to grant power of attorney. If your attorney-in-fact does not present the original form, FSB may refuse to honor any power of attorney you grant with or without cause and with no liability to you. When FSB accepts a power of attorney, FSB may continue to recognize the authority of your attorney-in-fact until FSB receives written notice of revocation from you and has had a reasonable time to act on it.

### ***Setoff and Security Interest***

You agree that FSB may, without prior notice or demand, apply or setoff the funds in your account (and accounts you own with others) at any time to pay any debt, whether direct or indirect, that you have with FSB, and/or any fees or service charges owed to FSB. In addition to its rights under the law (called "setoff"), you grant FSB a security interest in each account to secure such debt, as it may arise. This provision does not apply if the debt is created under any consumer credit plan accessed by a credit card. FSB is not liable to you for dishonoring items where withdrawals described in this section result in insufficient funds in your account.

*You expressly agree that such rights extend to any Federal or state benefit payments (including without limitation Social Security benefits) electronically deposited into your account. You understand and agree that if you do not want your benefits applied in this way, you may change your direct deposit instructions to the benefits payor at any time.*

FSB may use funds held in joint accounts to repay the debts on which any one of you is liable, whether jointly with another or individually. FSB may charge any such debt against your account at any time, without regard to the origin of deposits to the account or beneficial ownership of the funds.

Funds held in individual accounts may be used to repay your debts, whether such debts are owed jointly with another or individually. Your debts include: those owed by you arising out of another joint account of which you are a joint account holder, even if they are not directly incurred by you; those on which you are secondarily liable; or any amounts for which FSB becomes liable to any governmental agency or department or any company as a result of recurring payments credited to any of your accounts after the death, legal incapacity, or other termination of entitlement of the intended recipient of such funds.

If FSB uses funds from a time deposit account, the funds withdrawn are subject to the early withdrawal penalty.

If you or any joint account holder authorizes withdrawals not presented for payment until after the drawer's death, or if any joint account holder is indebted to FSB at the time of his or her death, FSB is authorized to pay such withdrawals and exercise its right of setoff against the account after such death, notwithstanding any rights that a surviving joint account holder, POD payee, or beneficiary of an ITF or "trustee for" account may have to the funds in the account.

### ***Stop Payment Orders***

Stop Payment Orders. You may ask FSB to stop payment on a check or other item drawn on your account if it has not already been paid. You may not stop payment on electronic, ATM, one-time POS debit card transactions, bank checks, or checks or payments guaranteed by FSB.

Placing Stop Payment Orders. You may request a stop payment order on usaa.com, by mail, or by calling FSB. FSB may require you to complete a form authorizing the order. You must give FSB sufficient notice so that FSB has a reasonable period of time to act on your request. For electronic funds transfers you must notify FSB in time for FSB to receive your request three business days or more before the payment is scheduled to be made. A stop payment order takes effect only after FSB has a reasonable opportunity to verify that the item is unpaid. FSB may charge you a fee for each stop payment order and each renewal of the order.

To place a stop payment order, FSB requires the item number. FSB may also require the account number, the exact amount of the item, the date of the item, the name of the person who signed or authorized the item, and the name of the party to whom the item was made payable. FSB may use only a portion of the requested information to identify an item.

FSB uses a computer system to identify items. Therefore, to act on your order, FSB needs the exact item number. FSB relies upon the information you provide in order to implement a stop payment order. If any of that information is inaccurate or changes (e.g., if you give FSB the wrong item number, if the item presented for payment does not include the exact item number, or if the name of the person to whom the item is payable changes or is not exactly as you have provided it to FSB) FSB may pay the item.

An oral stop payment order expires after 14 days. A written stop payment order expires after six months. FSB may, in its sole discretion, elect to honor a stop payment order for a longer period of time without notice to you. If you do not want the order to expire, you must renew it. Each renewal is treated as a new order. If you want the order to expire in less than six months, you must cancel the order on or after the date you want it to expire. You must submit a written request to cancel a stop payment order. Your request to cancel the order is not effective until FSB has a reasonable opportunity to act on it. FSB cancels the order automatically when the account on which the item is drawn is closed.

If the item is presented for payment after the order expires, FSB may pay the item.

If a postdated check that is subject to a stop payment order is presented to FSB for payment while the order is in effect, FSB may return the check with the designation "payment stopped" or "refer to maker."

FSB's liability for paying an item subject to a proper and timely stop payment order is limited to the actual loss suffered, up to the amount of item. You must prove the loss to FSB's satisfaction. FSB is not liable to you for any special, incidental, or consequential loss or damage of any kind.

Additional Information about Automated Clearing House (ACH) and other Recurring Electronic Fund Transfer Stop Payment Orders. If you have authorized someone to debit your account through the ACH system or other electronic fund transfer, you can stop such payment by calling or writing to FSB. You must notify FSB at least three business days or more before the payment is scheduled to be made for FSB to have a reasonable opportunity to act upon the stop payment order prior to acting on the transaction. If you call, the stop payment order will remain in effect for 14 days unless you confirm the order in writing within such 14 day period. If you provide a written stop payment order, it will be effective until you cancel it. You must provide the exact amount of the payment you have stopped, as well as other identifying information which FSB will request. FSB may charge you a fee for each stop payment order you give.

For such a stop payment order, FSB generally needs the information listed above under *Placing Stop Payment Orders*. FSB also needs your name and telephone number and the type of account (checking or savings). If the debit is a recurring payment, FSB may also need the date the prior debit from this sender posted to your account so that FSB can obtain the company name and company identification number used by your sender and printed on your statement. Otherwise, you must provide the company name and company identification number.

If you do not know the amount of the debit, FSB may still be able to place the stop payment based on the company name and company identification number of the sender, but this may stop all items from this sender. If you provide the wrong company identification number or if the sender changes the company identification number, FSB may pay the item.

Cashier's Checks, Teller's Checks, and Certified Checks. You may not stop payment on cashier's checks, teller's checks, and certified checks. However, you may be able to claim a refund on such items if they are lost, stolen, or destroyed. To claim a refund of the amount of such items, you must give FSB a declaration of loss statement on a form acceptable to FSB and the item must not have been presented for payment for 90 days from the issue date or, in the case of certified checks, from the date of acceptance.

### ***Sub-Accounts***

For accounting purposes, all checking accounts consist of two sub-accounts:

(i) a transaction sub-account where all deposits, withdrawals, and fees are posted, and (ii) a holding sub-account, where available balances above a certain level are transferred daily. Funds will be retransferred to your transaction sub-account to meet your transactional needs; however, all balances in the holding sub-account will be transferred to the transaction sub-account with the sixth transfer in any calendar month or monthly statement period.

Both sub-accounts are treated as a single account for purposes of your deposits and withdrawals, earning interest, access and information, tax reporting, fees, etc.

### ***Inactive Accounts***

Fees and charges for inactive accounts are the same as for active accounts. FSB will not reimburse charges for inactive accounts that later become active. FSB may be required to turn over (or escheat) account funds to the state if the account remains inactive. If FSB does turn over the account funds to the state, you will need to file a claim with the state to recover the funds. FSB may refuse withdrawals or transfers from inactive accounts if you are not available to confirm the transaction's authorization.

### ***Verification of Transactions and Right to Reverse Transactions***

All transactions, including those for which FSB provides a receipt, are subject to final verification. Verification of a deposit does not occur at the teller window.

Consequently, the receipt that you receive at the time of your deposit is not evidence that your deposit has been verified. FSB may reverse or otherwise adjust any transaction (both credit and debit) that FSB believes it erroneously made to your account at any time without prior notice to you.

### ***Waiver and Severability***

FSB may delay enforcing its rights under this Agreement without losing them. No delay in enforcing FSB's rights will affect your obligation to pay fees and other amounts you owe FSB under this Agreement. If FSB waives a provision of this Agreement, the waiver applies only in the specific instance in which FSB decides to waive the provision and not to future situations or other provisions.

If any part of this Agreement is inconsistent with any applicable law, then to the extent the law can be amended by contract, you and FSB agree that this Agreement governs and that the law is amended by this Agreement. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

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## **Resolving Disputes – Arbitration**

### **PLEASE READ THIS DISPUTE RESOLUTION PROVISION CAREFULLY.**

This Arbitration section provides that either you or FSB may elect to have a dispute resolved by arbitration rather than in a court by a judge or jury. When arbitration is elected, both of our rights to go to court, have a trial by jury, conduct discovery, appeal, and to participate in a class action or any similar proceeding will be substantially limited.

### ***Resolution of Disputes and Claims***

Any Covered Claim, upon election by either you or FSB, shall be resolved by arbitration according to the terms of this Arbitration section. Arbitration is a method of resolving claims and disputes between parties without having to file a lawsuit in court. Parties in an arbitration present their claims and disputes to a neutral third person – an arbitrator – instead of a judge or jury. Arbitration is the way all parties to this Agreement will resolve any Covered Claim, except those subject to small claims courts as described below.

Covered Claims subject to arbitration, include without limitations (a) those based in contract; tort; state or federal statutes, regulations or ordinances; state or federal common law; state or federal constitutional law; and (b) those seeking any form of equitable relief or money damages.

### ***Claims Covered by Arbitration***

A Covered Claim is (without limitation) any pre-existing, present, or future dispute, claim, or controversy that in any way arises out of or relates to:

- This Agreement as it has been or will be amended from time to time, or the scope, validity, and enforceability of any Terms (including the Service Fee Schedule, the Account Schedule, and any other document we provide that indicates it is part of the Agreement).
- The account or account disclosures, including for example any application, advertisement, disclosure, promotion, or oral or written statement related to the account, or the establishment, operation, or termination of your account, whether occurring or made before your account was opened or after it was closed or terminated.
- A payment (or returned payment) or credit (or the failure to provide a credit).
- Your account balance or collections matters relating to your account.
- Any products, services, or benefit programs related to or offered in connection with your account.
- Our receipt, use, or disclosure of any information about you or your account (including but not limited to any credit reporting or information sharing).
- Any other matters relating to your account or your past, present, or future relationship with us.

Any questions about whether a claim or dispute is a Covered Claim subject to arbitration shall be resolved by interpreting this Arbitration section in the broadest way it may be enforced, consistent with the Federal Arbitration Act ("FAA") and the terms of this Agreement.



### ***Condition to Beginning Arbitration***

FSB prefers to resolve any dispute directly with you. Before starting arbitration, the party who has the claim or dispute shall notify the other party in writing and describe the dispute in reasonable detail. Both of us shall attempt in good faith to resolve the claim or dispute. However, if the dispute remains unresolved for thirty (30) days, then either you or FSB may start arbitration. This provision shall not apply when one of us files a lawsuit against the other and the other party elects to arbitrate.

### ***Covered Claims Against Third Parties***

Any Covered Claims between you or any of the following persons must be arbitrated pursuant to the terms of this Arbitration section upon the election of either you or FSB:

- FSB's employees, representatives, or affiliated companies,
- Any other company that provides or offers any products, services or benefits relating to the Account; or
- Any other person or entity that could be jointly liable with you or FSB if a Covered Claim is successfully pursued.

### ***Alternative to Arbitration***

Instead of proceeding to arbitration, either you or FSB have the option to pursue a Covered Claim in a Small Claims Court (or the equivalent) so long as (1) the Covered Claim remains in that court, and (2) is made solely on behalf of the person making the Claim. If you or FSB file a Covered Claim in a Small Claims Court, and the other party files a counterclaim, cross-claim, or third-party complaint seeking injunctive relief, damages in an amount greater than the jurisdictional limit of the Small Claims Court or to obtain relief on behalf of other persons, then neither you nor FSB will have waived any arbitration rights and either you or FSB may require the other's individual claims be arbitrated in accordance with the procedures set forth in this Arbitration section.

### ***Arbitration Forum***

All arbitrations will be conducted by either of the following Arbitration Administrators (individually the "Administrator" and collectively the "Administrators"):

JAMS Resolution Center  
("JAMS")  
1920 Main St., Suite 300  
Irvine, CA 92614  
<http://www.jamsadr.com/>

American Arbitration Association  
("AAA")  
335 Madison Avenue, Floor 10  
New York, NY 10017-4605  
[www.adr.org](http://www.adr.org)

You may contact either of the Administrators to obtain information about arbitration and to obtain the Administrator's arbitration rules and procedures ("Arbitration Rules"), as well as any claim forms and fee schedules. FSB will also provide that information to you if you ask for it.

### ***Starting Arbitration***

You or FSB must follow the Administrator's Arbitration Rules to begin an arbitration. If you choose to begin arbitration, you must send arbitration notices to FSB at:

**USAA Federal Savings Bank General Counsel**  
**10750 McDermott Freeway**  
**San Antonio, Texas 78288.**

If FSB chooses to begin arbitration, FSB must send notices to you at your last physical address contained in its records. You and FSB have the right to be represented by an attorney in the arbitration proceedings.

### ***Selection of Arbitrator***

Both of the Administrators maintain lists of approved arbitrators. Upon request, the Administrator handling the arbitration shall provide the names of seven (7) possible arbitrators. You and FSB shall have an opportunity to strike three persons from that list. You will make the first strike, and then FSB and you will alternate making strikes after that. After the last strike, the remaining person shall serve as the single arbitrator.

### ***Costs of Arbitration***

Both of the Administrators charge certain fees in connection with arbitration proceedings ("Arbitration Fees"). FSB will pay any Arbitration Fees for any Covered Claim it files against you. If you file a Covered Claim and cannot afford to pay the Arbitration Fees, and if the Administrator determines that it will not waive any or all of the Arbitration Fees, then at your request FSB will advance those fees on your behalf. At the end, the arbitrator will

ultimately decide who will be responsible for paying those and any other arbitration fees. Unless inconsistent with applicable law or the Administrator's rules, the parties will pay for their own arbitration costs (including fees and expenses of their own attorneys, experts, and witnesses), regardless of which party prevails in the arbitration.

### ***Location of the Arbitration***

The arbitration will be conducted at a place within the federal judicial district where your physical address is located or in the federal judicial district within which a lawsuit between you and FSB is pending and in which a motion to compel arbitration is made, unless you and FSB agree on a different location. The arbitration proceedings shall be conducted by telephone conference unless you or FSB objects in writing to the Arbitrator.

### ***Conduct of Proceedings***

The arbitrator must follow the Administrator's Arbitration Rules in effect at the time of the arbitration, unless they conflict with the terms of this Agreement. The arbitrator must (a) apply substantive law consistent with the FAA, (b) recognize and enforce all applicable statutes of limitation, and (c) honor all privileges recognized at law (including without limitation the attorney/client privilege and the attorney work product doctrine). The arbitrator's findings, reasoning, decision, and award shall be set forth in writing and must be based upon the laws governing this Agreement.

### ***Class Action Limitations***

**The arbitrator shall be restricted to resolving only the Covered Claims between you and FSB. Unless you and FSB both consent in writing, the arbitrator shall NOT have the authority to conduct any class-wide arbitration proceedings. The arbitrator may not consolidate or join together any Covered Claims you and FSB have against each other with any claims or disputes you or FSB may have with other persons or account holders, unless you and FSB both consent in writing. You may not pursue any type of collective action or class action against FSB in court or in arbitration. You will not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Covered Claim as to which arbitration has been elected. If one or more of the above limitations on proceedings and other rights is deemed to be unenforceable or interpreted to not prevent a collective or class action, then such collective or class action shall proceed in a court of law and not in arbitration.**

### ***Limitation of Arbitrator's Authority***

The arbitrator may award any damages or other relief permitted by applicable substantive law, including punitive damages. But the arbitrator may award punitive damages only under circumstances where a court of competent jurisdiction could award such damages. In awarding punitive damages, the arbitrator must abide by all applicable state and federal laws regarding the amount of such damages, and the arbitrator must state the precise amount of any punitive damages award. Before the decision becomes final, the arbitrator must also conduct a post-award review of any punitive damages, allowing the parties the same procedural rights and using the same standards and guidelines that would apply in a judicial proceeding in the state where the arbitration is located. Any ruling based on this post-award review must be set forth in writing with a reasoned explanation. The arbitrator may award injunctive or declaratory relief that would benefit you or FSB, but the arbitrator may not award injunctive or declaratory relief for the benefit of others who are not named parties to the arbitration proceedings.

### ***Enforcement and Appeal of Decision***

The decision and judgment by the arbitrator shall be final, binding and enforceable in any court having jurisdiction. The decision will become final and binding after 15 days unless you or FSB seek an appeal or review of the decision. Either you or FSB have the option to appeal the arbitrator's decision to a panel consisting of three new arbitrators who will be selected by the strike process, described above. These arbitrators will consider all factual and legal issues anew, will conduct the appeal in the same manner as the initial arbitration, will make a decision based on the vote of the majority, and will issue a written decision consistent with all of the previous terms of this Agreement. Whoever decides to appeal may waive the three-arbitrator appeal process and directly seek judicial review of the arbitrator's decision pursuant to 9 U.S.C. § 10. The arbitrator's decision (and, if appropriate, the panel's decision) may be judicially reviewed on all grounds set forth in 9 U.S.C. § 10, as well as on the grounds that the decision is manifestly inconsistent with the terms of the Agreement or any applicable laws or regulations.

### ***Enforcement in Court***

Nothing in this Agreement shall prevent either you or FSB from enforcing all rights under this Arbitration section if a Covered Claim is filed in court.

### **Miscellaneous**

The transactions between you and FSB involve interstate commerce and the FAA governs this Arbitration section. State arbitration laws and procedures shall not apply to this Agreement. This Arbitration section shall survive bankruptcy and termination or modification of the Online Agreement. If either you or FSB does not request arbitration for a Covered Claim, it shall not be considered a waiver of the right to request arbitration for another Covered Claim. In the event of any conflict between this Arbitration section and any other provision of the Agreement (or any earlier version), this Arbitration section shall control. This Arbitration section applies to and runs to the benefit of your and FSB's successors, assigns, transferees, executors, heirs, and representatives.

**YOU UNDERSTAND AND AGREE THAT IF EITHER YOU OR FSB ELECTS TO ARBITRATE A COVERED CLAIM, THIS ARBITRATION SECTION PRECLUDES YOU AND FSB FROM LITIGATING CLAIMS THROUGH COURT OR HAVING A JURY TRIAL ON THAT CLAIM, OR ENGAGING IN PRE- ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE ARBITRATION RULES. FURTHER, NEITHER YOU OR FSB WILL HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATION DECISION WILL GENERALLY BE FINAL AND BINDING. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.**

### **Glossary**

"ACH" means Automated Clearing House  
"ATM" means Automated Teller Machine  
"CD" means Certificate of Deposit  
"EFT" means Electronic Funds Transfer  
"IRD" means Image Replacement Documents  
"MICR" means Magnetic Ink Character Recognition  
"NACHA" means National Automated Clearing House Association  
"NSF" means Nonsufficient Funds  
"PIN" means Personal Identification Number  
"POD" means Payable on Death  
"POS" means Point-of-Sale

**USAA Federal Savings Bank**  
10750 McDermott Freeway  
San Antonio, TX 78288-0544  
1-800-531-USAA (8722)  
usaa.com

**Member FDIC**

93111-0416

## Account Opening and Usage

*This Service Fee Schedule is part of the Depository Agreement and Disclosures between you and USAA Federal Savings Bank (FSB).*

### MINIMUM DEPOSIT TO OPEN ACCOUNT

USAA Classic Checking .....	\$25
USAA Cashback Rewards Checking .....	\$25
USAA Youth Spending .....	\$25
USAA Savings .....	\$25
USAA Youth Savings .....	\$25
USAA Performance First Savings .....	\$10,000

### MONTHLY SERVICE FEE

USAA Classic Checking .....	\$0
USAA Cashback Rewards Checking .....	\$0
USAA Youth Spending .....	\$0
USAA Savings .....	\$0
USAA Youth Savings .....	\$0
USAA Performance First Savings .....	\$0

## USAA ATM/Debit Card Fees & Limits

### ATM FEES

ATM Service Fee.....First 10 transactions free, then \$2 per withdrawal

ATM Surcharge Rebate.....Up to \$15

*USAA Bank refunds up to \$15 in other banks' ATM usage fees for transactions at ATMs in the United States. This ATM fee refund does not apply for the month in which the account is closed. This ATM fee refund does not apply to USAA Cashback Rewards Checking.*

ATM Fees (Foreign Transaction Fee) ..... 1% of Transaction Amount

*Applies to debit card or ATM transactions with a merchant or ATM in a foreign country, whether the transaction is originally made in US dollars or converted from foreign currency.*

## ATM/DEBIT CARD TRANSACTION LIMITS (PER CARD, PER CALENDAR DAY)

ATM Cash Withdrawal .....	\$600
Debit Card Cash Advance.....	\$1,000
Debit Card Signature Based Purchase.....	\$3,000
Debit Card PIN Based Purchase .....	\$3,000

## Overdrafts & Returned Items

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### NON-SUFFICIENT FUNDS FEE (NSF FEE – ITEM RETURNED)

Checks and other withdrawals .....	\$29
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*Applies to checks and other withdrawals from your account that FSB returns without paying due to non-sufficient funds.*

### OVERDRAFT FEE (OD FEE – ITEM PAID)

Overdrafts created by checks and other withdrawals from your account that FSB, in its sole discretion, elects to pay .....	\$25
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Maximum Number of Overdraft Fees per day .....	2
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Minimum Amount Required to trigger an Overdraft Fee .....	\$5
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Debit Card Purchases and ATM Withdrawals that overdraw your account .....	\$0
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Extended Overdraft Fee .....	\$0
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*An Extended Overdraft Fee is a fee that is charged for every day your account is overdrawn.*

### RETURNED DEPOSIT ITEM FEE

Each item you deposit (check, electronic deposit, etc.) into an account that is later returned .....	\$5
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## Overdraft Protection

*You must opt-in to use the overdraft protection service.*

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Overdraft Transfer Fee .....	\$0
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Overdraft Protection from a USAA credit card as a cash advance.....	\$100 increments
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*Refer to your credit card agreement for interest, fees and charges associated with credit card cash advances.*

Overdraft Protection from another USAA checking or savings account .....	Exact Amount of the Overdraft
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*Sufficient available funds must be available in the protecting account. Transfers from your savings account are limited to six (6) debit transactions per monthly statement cycle. Transfers over this limit may be subject to additional fees.*

## Processing Policy

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Transactions are generally posted each business day in the following order:

- Deposits into the account
- Withdrawals from the account by category (for example, ATM and debit card transactions, electronic withdrawals, or checks). Within each category, items are generally processed from lowest amount to highest amount.

*Refer to your Depository Agreement and Disclosures for details.*

# Wire Fees

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## TRANSFER FEES

Wire Transfer Fee - Incoming .....	\$0
Wire Transfer Fee - Outgoing (Domestic or International) .....	\$20

## SERVICE FEES

International (Int'l) Wire Service Fee - Outgoing .....	\$25
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*Total fee for sending international wire transfers is \$45 (\$20 Wire Transfer Fee + \$25 International Wire Service Fee)*

# Savings Accounts

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## EXCESSIVE SAVINGS ACCOUNT WITHDRAWAL FEES

*Transfers from your savings account are limited to six (6) debit transactions per monthly statement cycle. Transfers over this limit may be subject to additional fees. FSB will notify you of excessive withdrawals. Refer to your Depository Agreement and Disclosures for limited transaction types.*

First occurrence .....	\$0
Second occurrence within a 12-month period .....	\$5 / Transfer
Third occurrence within a 12-month period .....	\$5 / Transfer

*After the third occurrence, account is converted to a checking account or is closed.*

# Certificate of Deposit (CD) Early Withdrawal Penalties

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*Withdrawals made within 6 calendar days from the date of a deposit or another withdrawal will be subject to a penalty of at least 7 days interest.*

## CD TERM

30 days or fewer .....	30 days interest
More than 30 days and up through 1 year .....	90 days interest
More than 1 year but fewer than 5 years .....	180 days interest
5 Years (opened or renewed prior to 3/1/14) .....	180 days interest
5 Years or more (opened or renewed on or after 3/1/14) .....	365 days interest

# Other Fees

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Stop Payment Fee and Renewals .....	\$29 / Item
Official/Teller Check Fee .....	\$5 / Item
Statement Copy Fee .....	\$10 / Item
Copy of Checks Returned with Statement Fee .....	\$0
Photocopy Fee (e.g. check or deposit slip copy) .....	\$5 / Item

*Free copies are available online if within 90 days from the date of the transaction.*

Research Fee .....	\$15 / hour (one hour minimum)
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Legal Process Fee ..... Up to \$100  
*Processing of any garnishment, tax levy, or other legal order against an account, whether or not funds are actually paid.*

Pay Bills Service Fee..... \$0  
*Must have a FSB checking account.*

**COLLECTION FEE**

Return deposit item sent for collection.....\$15 / Item  
 Each foreign item sent for collection.....\$20 / Item

**EXPEDITED MAIL FEE**

Sent to a street address..... \$8  
 Sent to an APO/AE, FPO DPO or PO box address (FPO/DPO) ..... \$14

## Unauthorized Transactions & Lost or Stolen Cards

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Contact FSB immediately via mail, phone, or online to report a lost/stolen ATM/Debit Card, PIN Information, or if you believe there has been unauthorized activity on your bank account.

**MAIL**

USAA Federal Savings Bank  
 10750 McDermott Freeway  
 San Antonio, TX 78288-0544

**PHONE**

800-832-3724

**ONLINE**

usaa.com  
 mobile.usaa.com

## Dispute Resolution

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If you have a dispute with us and we are not able to resolve the dispute informally, you agree that the dispute will be resolved through an arbitration process further detailed in the dispute resolution section of the Depository Agreement and Disclosures. If a claim is eligible to be resolved in small claims court, you may pursue the claim in small claims court.





USAA Federal Savings Bank  
 10750 McDermott Freeway  
 San Antonio, Texas 78288-0544

## Account Schedule Effective 1/20/2017

This schedule applies to the USAA Federal Savings Bank accounts described below. It is part of the binding contract between you and the Bank for your deposit relationship. Please review the entire schedule carefully.

Bank may change the accounts described in this schedule at any time by adding new terms and conditions or deleting or amending existing terms and conditions. Bank may add new accounts or convert or discontinue existing accounts from time to time.

For additional terms and conditions that apply to your account, refer to the *Depository Agreement and Disclosures* and the *Service Fee Schedule*.

### Checking Accounts

Account	Minimum Amount to Open Account	Monthly Service Charge	Eligibility	Account Features/Service	Other Important Account Information
USAA Classic Checking	\$25  No minimum balance required  Minimum opening deposit is waived for new recruits	No monthly or annual service fees	<ul style="list-style-type: none"> <li>Account holder(s) must be individuals.</li> <li>Account holders under age 18 must have an adult joint account holder.</li> </ul>	<ul style="list-style-type: none"> <li>Online banking at usaa.com</li> <li>USAA Debit Card</li> <li>Deposit@Mobile and Deposit@Home service for qualified account holders</li> <li>Transfer funds from your checking or savings accounts</li> <li>Overdraft protection services from your linked USAA bank account or USAA credit card</li> <li>Unlimited check writing</li> </ul>	<ul style="list-style-type: none"> <li>Formerly known as USAA Secure Checking.</li> <li>Account earns interest at a variable rate for balances over \$1,000. See current interest rate information for applicable rates and balance tiers.</li> <li>Rates may change daily.</li> <li><i>A new recruit is defined as an individual who has signed the DD Form 4 (enlistment paper) and would otherwise become eligible as a USAA Member as soon as they report to basic training.</i></li> </ul>

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Account	Minimum Amount to Open Account	Monthly Service Charge	Eligibility	Account Features/Service	Other Important Account Information
USAA Cashback Rewards Checking	\$25  No minimum balance required  Minimum opening deposit is waived for new recruits	No monthly or annual service fees	<ul style="list-style-type: none"> <li>• Account holder(s) must be individuals.</li> <li>• Account holders under age 18 must have an adult joint account holder.</li> </ul>	<ul style="list-style-type: none"> <li>• Online banking at usaa.com</li> <li>• USAA Debit Card</li> <li>• Deposit@Mobile and Deposit@Home service for qualified account holders</li> <li>• Transfer funds from your checking or savings accounts</li> <li>• Overdraft protection services from your linked USAA bank account or USAA credit card</li> <li>• Unlimited check writing</li> </ul>	<ul style="list-style-type: none"> <li>• Non-interest bearing account.</li> <li>• Account is not eligible for ATM Surcharge Rebates.</li> <li>• Earned Rewards may be redeemed for cash only. Refer to the USAA Cashback Rewards Checking: Rewards Program Terms and Conditions for details.</li> <li>• <i>A new recruit is defined as an individual who has signed the DD Form 4 (enlistment paper) and would otherwise become eligible as a USAA Member as soon as they report to basic training.</i></li> </ul>

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Account	Minimum Amount to Open Account	Monthly Service Charge	Eligibility	Account Features/Service	Other Important Account Information
USAA Youth Spending	\$25  No minimum balance required	No monthly or annual service fees	<ul style="list-style-type: none"> <li>• Must be opened by an adult and a minor child under age 18.</li> </ul>	<ul style="list-style-type: none"> <li>• Online banking at usaa.com</li> <li>• USAA Debit Card</li> <li>• Deposit@Mobile and Deposit@Home service for qualified account holders</li> <li>• Transfer funds from your checking or savings accounts</li> <li>• Overdraft protection services from your linked USAA bank account or USAA credit card</li> </ul>	<ul style="list-style-type: none"> <li>• Account earns interest at a variable rate for balances over \$1,000. See current interest rate information for applicable rates and balance tiers.</li> <li>• Rates may change daily.</li> <li>• Bank may allow an adult joint account holder to limit or disable ATM and debit card usage, Deposit@Home/Deposit@Mobile usage, or transfers from other checking or savings accounts by the teen account holder.</li> <li>• Account converts to USAA Classic Checking automatically when teen reaches age 18. Parental controls are removed when account converts.</li> </ul>

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## Savings Accounts

Account	Minimum Amount to Open Account	Monthly Service Charge	Eligibility	Account Features/Services	Other Important Account Information
USAA Savings	\$25  No minimum balance required	No monthly or annual service fees	<ul style="list-style-type: none"> <li>Account holder(s) must be individuals.</li> <li>Account holders under age 18 must have an adult joint account holder.</li> </ul>	<ul style="list-style-type: none"> <li>Online banking at usaa.com</li> <li>Deposit@Mobile and Deposit@Home service for qualified account holders</li> <li>Transfer funds from your checking or savings accounts</li> <li>Overdraft protection services from your linked USAA bank account or USAA credit card</li> </ul>	<ul style="list-style-type: none"> <li>Federal regulations place limits on certain types of transfers from savings accounts. See the "Transaction Limits for Savings Accounts" provision in the <b>Processing Transactions – Withdrawals</b> section of the <i>Depository Agreement and Disclosures</i> for details.</li> <li>Account earns interest at a variable rate. See current interest rate information for applicable rates and balance tiers.</li> <li>Rates may change daily.</li> </ul>

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Account	Minimum Amount to Open Account	Monthly Service Charge	Eligibility	Account Features/Services	Other Important Account Information
USAA Youth Savings	\$25  No minimum balance required	No monthly or annual service fees	<ul style="list-style-type: none"> <li>• May be opened as a custodial account under the Uniform Transfers/ Gifts to Minors Act, or</li> <li>• May be opened jointly by an adult and a minor child under age 18.</li> </ul>	<ul style="list-style-type: none"> <li>• Online banking at my.usaa.com</li> <li>• Deposit@Mobile and Deposit@Home service for qualified account holders</li> <li>• Transfer funds from your checking or savings accounts</li> <li>• Overdraft protection services from your linked USAA bank account or USAA credit card</li> </ul>	<ul style="list-style-type: none"> <li>• Federal regulations place limits on certain types of transfers from savings accounts. See the "Transaction Limits for Savings Accounts" provision in the <b>Processing Transactions Withdrawals</b> section of the <i>Depository Agreement and Disclosures</i> for details.</li> <li>• Account earns interest at a variable rate. See current interest rate information for applicable rates and balance tiers.</li> <li>• Rates may change daily.</li> <li>• Bank may allow an adult joint account holder to limit or disable ATM and debit card usage, Deposit@Home/Deposit@Mobile usage, or transfers from other checking or savings accounts by the teen account holder.</li> <li>• Account converts to USAA Savings automatically when teen reaches age 18. Parental controls are removed when account converts.</li> </ul>

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Account	Minimum Amount to Open Account	Monthly Service Charge	Eligibility	Account Features/Services	Other Important Account Information
USAA Performance First Savings	\$10,000  No minimum balance required	No monthly or annual service fees	<ul style="list-style-type: none"> <li>Account holder(s) must be individuals.</li> <li>Account holders under age 18 must have an adult joint account holder.</li> </ul>	<ul style="list-style-type: none"> <li>Online banking at usaa.com</li> <li>Deposit@Mobile and Deposit@Home service for qualified account holders</li> <li>Transfer funds from your checking or savings accounts</li> <li>Overdraft protection services from your linked USAA bank account or USAA credit card</li> </ul>	<ul style="list-style-type: none"> <li>Federal regulations place limits on certain types of transfers from savings accounts. See the "Transaction Limits for Savings Accounts" provision in the <b>Processing Transactions – Withdrawals</b> section of the <i>Depository Agreement and Disclosures</i> for details.</li> <li>Account earns interest at a variable rate. See current interest rate information for applicable rates and balance tiers.</li> <li>Rates may change daily.</li> </ul>

## CDs and IRAs

Account	Minimum Amount to Open Account	Eligibility	Account Features/Services	Other Important Account Information
Fixed Rate CD	Standard CD -- \$1,000  Jumbo CD -- \$95,000  Super Jumbo - - \$175,000  These are also the minimum balance amounts.	<ul style="list-style-type: none"> <li>Account holder(s) must be individuals.</li> <li>Account holders under age 18 must have an adult joint account holder.</li> </ul>	<ul style="list-style-type: none"> <li>Interest rate is fixed until the maturity date</li> <li>Terms available from 91 days (30 days for Jumbo and Super Jumbo CDs) to 7 years</li> <li>Automatically renew</li> <li>Interest accumulates automatically or can be paid to another account electronically</li> </ul>	<ul style="list-style-type: none"> <li>No additional deposits permitted.</li> <li>A penalty is imposed for early withdrawals.</li> <li>Withdrawals will reduce earnings.</li> <li>See the Service Fee Schedule for additional fees and early withdrawal penalties.</li> </ul>

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Account	Minimum Amount to Open Account	Eligibility	Account Features/Services	Other Important Account Information
Adjustable Rate CD	Standard CD -- \$1,000  Jumbo CD -- \$95,000  Super Jumbo -- \$175,000  These are also the minimum balance amounts.	<ul style="list-style-type: none"> <li>Account holder(s) must be individuals.</li> <li>Account holders under age 18 must have an adult joint account holder.</li> </ul>	<ul style="list-style-type: none"> <li>Interest rate is fixed until the maturity date</li> <li>You may elect to adjust the interest rate one time during the term of the CD</li> <li>Terms available from 36 months to 7 years</li> <li>Automatically renews</li> <li>Interest accumulates automatically or can be paid to another account electronically</li> </ul>	<ul style="list-style-type: none"> <li>Additional deposit permitted one time in connection with your election to adjust the interest rate. See the "Certificates of Deposit" provision in the <i>Depository Agreement and Disclosures</i> for details.</li> <li>Interest rate adjustment is limited to 2% over the original rate.</li> <li>A penalty is imposed for early withdrawals.</li> <li>Withdrawals will reduce earnings.</li> <li>See the Service Fee Schedule for additional fees and early withdrawal penalties.</li> </ul>
Variable Rate CD	\$250  This is also the minimum balance amount.	<ul style="list-style-type: none"> <li>Account holder(s) must be individuals.</li> <li>Account holders under age 18 must have an adult joint account holder.</li> </ul>	<ul style="list-style-type: none"> <li>Variable interest rate</li> <li>Bank may change the interest rate on your CD at any time, in its discretion</li> <li>Terms available for 182 days or 12 months</li> <li>Automatically renews</li> <li>Interest accumulates automatically or can be paid to another account electronically</li> </ul>	<ul style="list-style-type: none"> <li>Additional deposits are permitted but will not extend the maturity date.</li> <li>A penalty is imposed for early withdrawals.</li> <li>Withdrawals will reduce earnings.</li> <li>See the Service Fee Schedule for additional fees and early withdrawal penalties.</li> </ul>

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Account	Minimum Amount to Open Account	Eligibility	Account Features/Services	Other Important Account Information
IRA CDs	Standard IRA CD -- \$250  Jumbo and Super IRA CDs – same as non- IRA CDs.  These are also the minimum balance amounts.	<ul style="list-style-type: none"> <li>Account holder(s) must be individuals</li> </ul>	<ul style="list-style-type: none"> <li>Same as non-IRA CDs</li> <li>Interest accumulates automatically or can be paid to another account electronically</li> </ul>	<ul style="list-style-type: none"> <li>Same as non-IRA CDs.</li> <li>See the <i>USAA Traditional / Roth IRA Disclosure Statements and Custodial Agreements</i> for additional information and restrictions.</li> <li>See the Service Fee Schedule for additional fees and early withdrawal penalties.</li> </ul>
IRA Money Market Savings	\$250  This is also the minimum balance amount.	<ul style="list-style-type: none"> <li>Account holder(s) must be individuals</li> </ul>		<ul style="list-style-type: none"> <li>Federal regulations place limits on certain types of transfers from savings accounts. See the "Transaction Limits for Savings Accounts" provision in the <b>Processing Transactions – Withdrawals</b> section of the <i>Depository Agreement and Disclosures</i> for details.</li> <li>Account earns interest at a variable rate. See current interest rate information for applicable rates and balance tiers.</li> <li>Rates may change daily.</li> <li>See the <i>USAA Traditional / Roth IRA Disclosure Statements and Custodial Agreements</i> for additional information and restrictions.</li> </ul>







# USAA Cashback Rewards Checking

## Rewards Program Terms and Conditions

These Terms and Conditions govern the Rewards Program (the "Program") that is part of USAA Cashback Rewards Checking Account ("Account"). The Program is offered by USAA Federal Savings Bank ("FSB") and is subject to these Terms and Conditions unless and until we notify you. These Terms and Conditions supplement the Depository Agreement and Disclosures and together constitute the entire agreement. Use of your Account constitutes your acceptance of these Terms and Conditions.

### 1. What is USAA Cashback Rewards Checking?

USAA Cashback Rewards Checking is a product that offers a rewards program under which you can earn cash rewards ("Rewards") based on certain types of Qualifying Transactions made with your Account.

### 2. How can I earn Rewards?

To be eligible to earn Rewards, you must have an Account.

### 3. What are Qualifying Transactions and how many Rewards are earned?

Earn 10 cents for every debit card purchase. Qualifying Transactions do not include ATM withdrawals, debit card cash advances, gaming transactions, tax payments and the purchase of other cash equivalents, even if used to purchase goods or services.

We reserve the right, at our sole discretion, to grant Rewards even if you did not make a Qualifying Transaction.

### 4. When can I start earning Rewards?

You begin earning Rewards when you open or change to an Account and begin making Qualifying Transactions.

### 5. Is there any limit to the amount of Rewards I can earn?

Generally, there is no limit to the amount of Rewards you can earn. As long as your Account is open and in good standing, you will earn the applicable Rewards as shown in Section 3 above.

### 6. How do I know how many Rewards I have earned?

The Rewards you have earned will be shown online at [usaa.com](http://usaa.com) or on your mobile device. Your Rewards balance will include all available Rewards, including those earned from USAA cash rewards credit cards.

### 7. When are my Rewards available to me?

Rewards will be made available 1-2 business days after each Qualifying Transaction is finally posted to your Account. Pending transactions do not earn Rewards.

### 8. How do I collect (redeem) my Rewards?

As long as your Account is open and in good standing and you are not in violation of the Depository Agreement and Disclosures, after the Rewards have been made available as described in Section 7 above, you or a joint accountholder may collect the Rewards that have been earned online at [usaa.com](http://usaa.com) or by phone at 800-980-8722.

You may choose to have Rewards credited to your Account and they will appear as credits on your Account statement. Or, in lieu of having the Rewards credited to your Account, we may allow you to use your Rewards to purchase items. If you elect to do so, Rewards will not be reflected on your Account statement.

The minimum amount to collect Rewards is one dollar (\$1.00).

#### **9. Are Rewards taxable?**

Rewards may be reported to the IRS as taxable income. If you are subject to backup withholding, the IRS requires us to send them a portion of interest, taxable rewards and incentives earned on your account. Consult your tax advisor.

#### **10. What happens to my Rewards if my Account is no longer in good standing?**

If your Account is not in good standing (for example, if your Account is overdrawn) or you are otherwise in violation of the Depository Agreement and Disclosures, we reserve the right to apply the value of your uncollected Rewards to offset any outstanding overdraft in your Account.

#### **11. What happens if I close my Account?**

If your Account is in good standing and you elect to voluntarily close your Account, any uncollected Rewards will be sent to you via check at the address on your Account 7-10 business days after Account closure.

#### **12. Can you change these Terms and Conditions, terminate this Program or deny my participation in this Program?**

Yes. We reserve the right to terminate this Program or to change, delete from or add to these Terms and Conditions. We will notify you of any changes to the Program.

If we terminate this Program, we will automatically credit the Rewards to your Account.

We may deny your ability to participate in the Program at any time for any reason, including without limitation, suspected fraud, abuse of the Program, or violation of the Depository Agreement and Disclosures. If we deny your participation in the Program, we will automatically credit the Rewards to your Account.

#### **13. Why are some words in these Terms and Conditions capitalized?**

All capitalized terms are defined somewhere in these Terms and Conditions, or if not here, in the Depository Agreement and Disclosures that is incorporated by reference. For purposes of these Terms and Conditions, the pronouns "you" and "your" are intended to mean the accountholder, including a joint accountholder. The pronouns "we" and "our" or the name "FSB" mean USAA Federal Savings Bank.

#### **14. What law governs these Terms and Conditions?**

The laws of Texas govern these Terms and Conditions.



## Terms and Conditions of the Bill Payment Service

These are the legal terms and conditions for using USAA Pay Bills®

### Service Definitions

- "Service" means the bill payment service offered by USAA Federal Savings Bank, also known as USAA Pay Bills.
- "Agreement" means these terms and conditions of the bill payment service.
- "Person" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- "Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).
- "Payment Account" is the checking account from which bill payments will be debited.
- "Billing Account" is the checking account from which all Service fees will be automatically debited.
- "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.
- "Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- "Due Date" is the date reflected on your Payee statement for which the payment is due; it is not the late date or grace period.
- "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

### Payment Scheduling

The earliest possible Scheduled Payment Date for each Payee (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Payee. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

For Asset Management Account owners: If you enter a Pay Bills transaction for an amount that exceeds your Asset Management Account cash balance, you may be creating a margin debit balance. For additional information regarding the risks associated with a margin account including the possibility of the firm forcing the sale of securities in your investment account please refer to the USAA Margin Disclosure Statement.

### The Service Guarantee

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

## **Payment Authorization and Payment Remittance**

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **Payment Methods**

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Payee are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

## **Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

### **Stop Payment Requests**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

### **Prohibited Payments**

Payments to Payees outside of the United States or its territories are prohibited through the Service.

### **Exception Payments**

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

### **Bill Delivery and Presentment**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Payee — The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Payee, provide to the Payee your e-mail address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about Service and/or bill information.

Activation — Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data — Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your user name and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification — The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification — The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) — You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and dispute of electronic bill — The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

#### **Exclusions of Warranties**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Password and Security**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling 1-800-531-USAA (8722).

#### **Your Liability for Unauthorized Transfers**

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you

had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

### **Errors and Questions**

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Call us at 1-800-531-USAA (8722) during business hours. See the Contact Us section of usaa.com for a listing of business hours.
2. Contact us through Messages @ usaa.com; and/or,
3. Write us at:  
USAA Federal Savings Bank  
10750 McDermott Freeway  
San Antonio, TX 78288-0544

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service USAA number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

### **Disclosure of Account Information to Third Parties**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or
6. If you give us your written permission.

### **Service Fees and Additional Charges**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

### **Failed or Returned Transactions**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

### **Alterations and Amendments**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

### **Address or Banking Changes**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting E-Commerce Customer Service. Any changes in your Payment Account should also be made in accordance



with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

### **Service Termination, Cancellation or Suspension**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Call us at 1-800-531-USAA (8722) during business hours. See the Contact Us section of usaa.com for a listing of business hours.
2. Contact us through Messages @ usaa.com; and/or,
3. Write us at:  
USAA Federal Savings Bank  
10750 McDermott Freeway  
San Antonio, TX 78288-0544

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

### **Payee Limitation**

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

### **Returned Payments**

In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

### **Information Authorization**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

### **Disputes**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any

proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

### **Assignment**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

### **No Waiver**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

USAA Federal Savings Bank reserves the right to make use of third party vendors to provide USAA Pay Bills.