



USAA Federal Savings Bank  
Depository Agreement and Disclosures  
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# **Depository Agreement & Disclosures**

**USAA Federal Savings Bank**

Effective August 1, 2024



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# Introduction

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## Welcome to USAA Federal Savings Bank

Thank you for opening your deposit account with USAA Federal Savings Bank. We look forward to serving you. Please review this Agreement for important information about your deposit account. If you have any questions, please visit the USAA Mobile App, or call us at 210-531-8722 (USAA), 800-531-8722, (TTY:711/TRS) or #8722 on a mobile device.

This Agreement includes an *Arbitration and Waiver of Class Action* section. This section contains important information about how a dispute will be resolved between you and us, if one occurs. This section may limit your rights to go to court, have a jury trial or initiate or participate in a class action. Please read this section carefully.

## General Account Terms

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### Definitions

Throughout this Agreement, the words “you,” “your,” and “yours” mean each and every account owner and Authorized Signer of an account. “FSB,” “us,” “our,” and “we” mean USAA Federal Savings Bank. For additional definitions of terms used in this Agreement, please see the *Glossary* section. Capitalized terms used in this Agreement are generally defined terms. You can find their definitions in the *Glossary* section or where they are referenced within the Agreement.

### Depository Agreement and Disclosures

This *Depository Agreement and Disclosures*, the *Account and Service Fee Schedule*, signature card and other account opening documents for your account are part of the binding contract between you and us (the “Agreement”) for your deposit account relationship with us.

### Acceptance of Terms and Conditions

By signing (in writing or electronically) the account opening documents, opening an account and receiving this Agreement, or keeping an account open, you understand and agree to the terms and conditions contained in the Agreement, including the *Arbitration and Waiver of Class Action* section, and any amendments. Our deposit relationship with you is that of debtor and creditor. This agreement does not create a fiduciary, quasi-fiduciary, or other special relationship between you and us. If you do not agree to the terms and conditions contained in this Agreement, please contact us to close your account.

### Changes to the Agreement

We may change, add to, or amend any part of this Agreement at any time. We will generally send advance notice of an adverse change by mailing, e-mailing, or otherwise delivering a notice, a statement message, or an amended Agreement to the last known address for you or by making it available to you online. However, we may also change, add to, or amend the Agreement without prior notice, unless otherwise required by law. If you do not agree with a change or amendment, please contact us to close your account. If you continue to keep an account open, you accept and agree to the change. We recommend that you keep all amendments or other notices together with this Agreement.

## **Applicable Law**

Your account and this Agreement are governed by federal law, and, to the extent not superseded by federal law, by the law of the state of Texas (without regard to its conflict of law provisions).

# **Opening a Deposit Account**

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## **Identification**

To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account, we require the following: your legal name, address, date of birth, Taxpayer Identification Number or Social Security Number, and any other information that will allow us to identify you. We may also ask you to verify your identity and any information you provide us by requesting a copy of your driver's license or other identifying documents. You represent to us that this information about you is correct. We will rely on that information until you notify us of a change in that information. We may verify the information you provide us or contact you for additional information. If we are unable to verify your information to our satisfaction, we will not open your account or we may close your account. Once we open your account, from time to time we may seek to re-verify your identity or ask for additional information or documentation about you or any person associated with your account.

## **Information Requests**

We may request information about you, your account, and your account activity, such as the sources of funds being deposited into your account and how you intend to use your account. If you fail to provide the information we request, we may restrict transactions and your access to various services and features. We may also elect to close your account, and if it is a CD account closed prior to maturity, we may treat account closure as an early withdrawal and may apply the applicable early withdrawal penalty.

## **Consumer Reporting Agency Information**

We may obtain consumer reports and other information about you from time to time as permitted by applicable law. We may report information about you and your account, including negative account activity, to a consumer reporting agency. If you believe that we reported inaccurate or incomplete information to a consumer reporting agency, you have the right to file a dispute with that agency. You may also file a dispute directly with us at: USAA/Consumer Report Dispute, Attn: Form Code #DEPCNSFRD, 9800 Fredericksburg Road, San Antonio, TX 78288-0544.

## **Release of Confidential Information**

We may disclose information to third parties about you and your account or the transfers you perform using your account:

- When necessary for completing transfers or resolving errors involving transfers;
- In order to verify the existence and condition of your account for a third party, such as a consumer reporting agency or merchant;
- In order to comply with subpoenas or other orders from government agencies or courts;
- As permitted in the *USAA Privacy Promise*;

- If you give us your written permission; or
- As otherwise permitted or required by law.

## Forms of Ownership

We rely on the account ownership information you provide at the time of account opening. If you later request a change to this information, we must agree to the change. If we agree, the change is not effective until we have had a reasonable period of time to act on the change of information. We may request identifying and other information about new account owners, as provided above in the *Identification* provision.

**Joint Tenants with Rights of Survivorship:** If two or more persons are named as owners of the account, they will own the account as joint tenants with rights of survivorship. We may limit the number of persons named as owners on a joint account. With this form of account ownership:

- If an account owner dies, the funds in the account vest in and belong to the surviving account owners as the separate property of the surviving account owner(s), including any community property interest in the account.
- We may rely on the instructions of any one or more of the account owners. However, we reserve the right to require the signatures of all account owners at any time.
- Each account owner may withdraw funds, make deposits or otherwise transact on the account without the consent of any other account owner, regardless of each account owner's contributions to the account. The account may be closed by any account owner without the consent of any other account owner.
- For any account where an additional account owner is added to an existing account, the added account owner has the same rights to the account as the original account owner(s), including access to all account and transaction history.
- Notice provided by us to any one account owner is notice to all account owners.

Each account owner is jointly and severally liable to us for: all fees, charges, and other amounts owed to us, including overdrafts, and all costs, losses and liabilities related to this Agreement and the account. Each account owner authorizes us to exercise our right of setoff and to enforce our security interest in the entire account, even though only one of the account owners is the debtor, and irrespective of who contributed funds to the account or caused the debt. We may also pay all or any part of the funds in the account to a court, creditor or governmental agency upon receipt of a Legal Process identifying any one of the account owners.

**Uniform Transfers to Minors Act ("UTMA") Account:** This is an account opened under the Uniform Transfers to Minors Act for the benefit of a minor. Funds deposited into an UTMA account irrevocably become the property of the minor. As the custodian (or successor custodian) of an UTMA account, you are responsible for complying with all requirements of applicable UTMA law, including but not limited to:

- Administering the funds in the UTMA account for the benefit of the minor named on the account until the minor reaches the age of termination under applicable UTMA law; and
- Distributing the funds in the UTMA account to the minor when the minor reaches the age of termination; the custodian (not FSB) is responsible for distributing the funds to the minor.

We allow only one custodian and one minor per account. We are entitled to rely only on instructions of the custodian named on the account. We are not responsible for any breach of duty by the custodian in connection with the account. We have no duty to monitor the account or the status of the custodian or minor. Upon the death or incapacity of the custodian, we will rely on the instructions of a successor custodian.

**Payable on Death (“POD”) Accounts:** With a POD account, an account owner designates the funds in the account to be payable on the account owner’s death (or the death of the last surviving account owner, as applicable) to a surviving designated beneficiary or beneficiaries (“POD payee or payees”), subject to our setoff rights and applicable law. We may limit the number of POD payees an account owner designates for an account. Until the account owner’s death (or the death of last surviving account owner, as applicable) the POD payee or payees have no interest in or any access to the account. We have no obligation to notify any POD payee of the existence of a POD account or the vesting of an interest in such an account. The account owner(s) are solely responsible for complying with applicable law in establishing a POD account.

**Other Fiduciary Accounts:** If the account is opened for an estate, a formal trust, guardianship or conservatorship, or other similar type of fiduciary account, we reserve the right to require such documentation or authorizations as we may reasonably deem necessary or appropriate. FSB is not a fiduciary. The legal relationship between you and FSB is that of a debtor and creditor. We have 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, we will act on the signature of any one of them, without regard to the terms of any document governing the fiduciary’s actions.

### **Transfer of Ownership**

You may not transfer, assign or grant a security interest in your account to another party without our written consent. No assignment will be valid or binding on us, and we will not be considered to have knowledge of it, unless and until we consent and note the assignment in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

### **Authorized Signers**

Unless otherwise required by law, we may act or refuse to act on the instruction or information provided by any Authorized Signer on an account. For example, we may refuse an Authorized Signer’s request to become a joint owner or a beneficiary of an account, add or remove account owners, designate an attorney-in-fact, or close an account. We are not liable if an Authorized Signer misuses its authority. We may provide account information to any Authorized Signer on the account. You are responsible for notifying us if the authority of an Authorized Signer has terminated. No such notice is effective until we have had a reasonable period of time to act on it. Otherwise, we will continue to act on instructions provided by any Authorized Signer.

### **Power of Attorney**

A power of attorney is a legal document a person (“grantor”) signs that authorizes another person to act on the grantor’s behalf as an attorney-in-fact. The attorney-in-fact can transact on the account, including withdrawing all the money in the account.

Unless prohibited by law, the power of attorney form must be acceptable to us in our discretion. We may decide to accept any power of attorney form that we believe you



signed and act on instructions we receive from the attorney-in-fact designated on that form. If the attorney-in-fact does not present the original power of attorney form, we reserve the right to ask for the original prior to honoring it.

Unless prohibited by law, we may refuse, with or without cause, to honor powers of attorney that an account owner grants to others. We may, in our discretion, restrict the types or sizes of transactions we permit an attorney-in-fact to conduct. For example, we may refuse an attorney-in-fact's request to become a joint owner or beneficiary of an account. You agree to reimburse us for all claims, costs, losses, and damages that we incur in accepting and acting on any power of attorney form that we believe you signed. We will not be liable to you or your heirs for any transaction performed by the attorney-in-fact or rejected by us. In some cases, we may require that the attorney-in-fact confirm, in an affidavit, that the power of attorney has not been revoked or terminated, or that you register the power of attorney with the appropriate recording authorities.

When we accept a power of attorney, we may continue to recognize the authority of the attorney-in-fact until we have reason to believe that the authority of the attorney-in-fact has been revoked or when we receive appropriate:

- Notice of revocation (termination);
- Notification of your death; or
- Written notification of your legal incapacity unless, in accordance with applicable law, your power of attorney document provides that the attorney-in-fact's authority continues despite your incapacity.

In all cases, we require a reasonable period of time to act on the notice.

## Using Your Account

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### **Purpose of Account**

We provide your account for personal, family, or household use only. We may, in our sole discretion, close your account if we suspect it is being used for any other purpose, such as a business purpose. In the event we suspect that your account is involved in unlawful activity, we may block or otherwise prevent or prohibit such transactions or close your account without notice.

### **Your Membership Number**

**Your USAA Member Number is NOT your account number. In order to properly process your transactions, you must use your account number.**

### **Fees and Charges**

You agree to pay all fees, charges, overdrafts, and other amounts you owe us under this Agreement. See the *Account and Service Fee Schedule* for information on fees. You authorize us to charge your account for fees and other amounts you owe us even if it results in your account being overdrawn. We may exercise our right of setoff to recover any fees and other amounts owed to us; see the *Setoff and Security Interest* provision in the *Other Terms and Conditions* section.

## Interest on Your Checking and Savings Account

**Interest and APY rates that apply.** When you open an interest-bearing checking or savings account, we provide the variable interest rate and annual percentage yield (“APY”) that apply to your account. At our discretion, we may change your interest rate or APY at any time without prior notice.

**How we calculate interest.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the ledger balance that we determine is in the account each day. Interest is computed on a 365-day year, except in leap years when interest may be computed on a 366-day year.

**When interest begins to accrue on non-cash deposits.** When you deposit a non-cash item, such as a check, into an interest-bearing checking or savings account, interest begins to accrue on the non-cash item on the Business Day we receive the deposit of that item.

**When interest is compounded and credited.** We credit and compound interest on a monthly basis. If your account is converted or closed before we credit any accrued interest, you receive the interest accrued through the last full day before the day the account is converted or closed. We reserve the right not to pay interest on any deposited item that is returned unpaid or to deduct interest if we need to reverse a credit to your account. We pay interest only in whole cents. Any fractional amount of interest less than half of one cent will be rounded down to the whole cent and any fractional amount of interest equal to half of one cent or more will be rounded up to the next whole cent.

## Statements and Notices

We provide you with an account statement on a monthly basis when there is activity on your account. When there is no activity on your account (other than the posting of interest), we may provide a statement on a quarterly basis. The specific dates covered by your account statement will be on your statement.

We have made the statement or notice available to you when we place it in the mail to your address, even if it is returned as undeliverable, or when the electronic statement or notice is made available online. If one or more statements or notices we send to you are returned as undeliverable, we may destroy those statements or notices and may stop sending statements and notices until you provide a valid address to us. We are not responsible for statements or notices lost while not in our possession. We recommend that you receive account statements and notices electronically.

Regardless of the number of account owners, we may provide only one statement per account. For joint accounts, statements or notices sent or made available to any one account owner is deemed to be sent or made available to all account owners.

## Check Copies

We do not return paid checks or copies of paid checks with your statement. You can review and obtain copies of your recent checks through the USAA Mobile App or [usaa.com](http://usaa.com). You can also request that we provide a copy of a check. When a copy is unavailable or of poor quality, we are not liable to you for any claim, cost, loss, or damage of any kind. Some checks that you write may be converted to electronic debits by the

payee, for example, a utility company. In this case, the copy of the check is not sent to us for processing, so we do not have a copy. These are identified as electronic debits on your account statement.

## **Reporting Problems With Your Account**

**The requirements in this provision do not apply to electronic fund transfers covered under the *Electronic Banking Services* section of this Agreement. Please see the *Electronic Banking Services* section of this Agreement for information on reporting problems with electronic fund transfers.**

You have a responsibility to review your account statement in a timely manner and to notify us promptly of any problems. You are required to:

- Examine your account statement promptly and carefully. Your statement provides the necessary information (item number, dollar amount and the date posted to your account) to enable you to determine if a transaction is unauthorized, forged, altered or otherwise incorrect.
- Notify us promptly if you do not receive a scheduled statement or cannot access your statement on the USAA Mobile App or usaa.com.
- Notify us as soon as possible, but not later than 60 days after we send or otherwise make the statement available to you, if there are unauthorized transactions, discrepancies, or errors on your statement.
- Notify us as soon as possible, but not later than 60 days after we send or otherwise make the statement available to you, if you identify any forged, unauthorized, or missing signatures or endorsements, or material alterations.

Except as otherwise provided elsewhere in this Agreement, if you fail to notify us within 60 days after we send or otherwise make the statement available to you, you agree that:

- We are not obliged to accept a claim related to the error or unauthorized transaction, regardless of the care or lack of care we may have exercised in handling your account.
- We are not liable to you for subsequent unauthorized transactions on your account by the same person(s).

After you report problems with your account, you agree that:

- We have a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss and that we have no obligation to provisionally credit your account, unless otherwise required by law.
- You will fully cooperate with us in the investigation and prosecution of your claim and any attempt to recover funds, and you will provide us with all the information and documentation requested, including an affidavit if needed. We may deny your claim if you fail to provide us with any requested information or documentation in a timely manner.
- We may require you to close your account and open a new one. If you do not do so, we are not liable to you for subsequent losses or damages on the account.
- Our maximum liability is the lesser of your actual damages proven, the amount of the missing deposit, or the amount of 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.

- **We are 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.**
- Any assistance we provide to you concerning such claims is not a waiver of any of the above provisions.

## Available Balance

Your Available Balance is the amount of funds in your account that we determine is available to authorize or pay items. Your Available Balance may change throughout the day as transactions occur. Your Available Balance generally includes the following:

- **Transactions that have posted to your account.** These transactions include deposits to your account (“credits”) and withdrawals, payments and transfers from your account (“debits”) that have posted to your account during our end-of-Business Day processing.
- **Transactions that have not yet posted to your account.** Some transactions – such as credits and debits that appear as “pending” in your account – may impact your Available Balance even though they have not yet posted to your account.

Your Available Balance generally does not reflect the following:

- **Funds on hold.** Funds in your account that are subject to certain holds are not included in your Available Balance. These holds include, but are not limited to, deposit holds or funds subject to a dispute or Legal Process hold.
- **Items not yet presented to us for payment.** Your Available Balance does not take into account certain item(s) that have not yet been presented to us for payment, such as checks you have written that we have not yet received, or payments scheduled through USAA Pay Bills that have not yet been processed.
- **Debit card merchant refunds.** Certain pending debit card merchant refunds are not included in your Available Balance.

If we determine that your account's Available Balance isn't enough to authorize or pay an item, depending on your account's overdraft setting, we may either decline or return the item unpaid, or pay the item anyway, at our discretion, causing an overdraft. An Overdraft Fee may apply. See the *Overdraft Policy* provision for more information.

## Debit Card Authorization Holds

A debit card Authorization Hold typically impacts your Available Balance by the amount of the authorization request submitted by the merchant or financial institution. Depending on the merchant or financial institution and type of transaction, it may take several days, or longer, for the pending Authorization Hold to expire and the final transaction to post to your account. The amount or description of the Authorization Hold may be different than the amount or description of the final debit card transaction. This usually happens when the final amount of the transaction is not known at the time of the Authorization Hold. Examples of merchant types where this may occur include restaurants, hotels, gas stations or car rentals.

If the Authorization Hold expires and the transaction has not yet been presented to us for final payment by the merchant or financial institution, the Authorization Hold amount is returned to your Available Balance. However, the merchant or financial institution can still present the transaction for payment after the Authorization Hold expires. If we determine that your account's Available Balance is no longer enough to pay for the debit card transaction once it is presented to us for final payment by the merchant or financial

institution, an overdraft may result. See the *Overdraft Policy* provision for more information about overdrafts.

## Posting Order

Posting order is the order in which we apply deposits to your account (“credits”) and withdrawals, transfers and payments from your account (“debits”) when we process transactions after the end of FSB’s Business Day.

We generally process your credits and debits as follows:

**After the end of FSB’s Business Day**, we assign each transaction to a credit or debit category. We use several different categories for credits and debits. These categories may include more than one type of transaction.

**Then**, we process credits and debits by category according to our posting order. This means that we process transactions in the first category before proceeding to the next category. Within each credit or debit category, we process items from lowest to highest dollar amount. We generally post credit categories before we post debit categories:

- **First**, we post credits to your account that we have received before the cutoff time on a Business Day. See the *Determining When A Deposit Is Received* provision in the *Funds Availability Policy* section for the cutoff times of various deposit types.
- **Second**, we post debits that have been presented to us for final payment before FSB’s end-of-Business-Day processing.

Credits and debits may not post in the order in which transactions occur.

The following chart illustrates our general posting order of debit categories:

<b>Posting Order of Debit Categories</b>	<b>Debit Categories</b>	<b>Example debit items within the category include (but are not limited to):</b>	<b>How debit items are processed within the category</b>
1 <sup>st</sup>	Category I	<ul style="list-style-type: none"> <li>• Deposit adjustments such as returned deposit items, deposit corrections, and ATM and debit card adjustment reversals</li> <li>• Interest adjustments</li> </ul>	Low to high dollar amount
2 <sup>nd</sup>	Category II	<ul style="list-style-type: none"> <li>• ATM and debit card transactions</li> <li>• Teller and official checks you purchase</li> <li>• Wires you send</li> <li>• Checks drawn on your account that are cashed with an FSB teller</li> <li>• Zelle® transfers</li> <li>• Transfers between FSB checking and savings accounts</li> <li>• Certain one-time, same-day payments to FSB loans and FSB credit cards</li> </ul>	Low to high dollar amount
3 <sup>rd</sup>	Category III	<ul style="list-style-type: none"> <li>• Automated Clearing House (ACH) transactions</li> <li>• Certain payments to FSB loans and FSB credit cards</li> </ul>	Low to high dollar amount
4 <sup>th</sup>	Category IV	Checks drawn on your account (other than checks drawn on your account that are cashed with an FSB teller)	Low to high dollar amount
5 <sup>th</sup>	Category V	FSB fees, such as the Expedited Mail Fee	Low to high dollar amount

Certain FSB-initiated credits and debits, including, but not limited to any interest paid (credit) and tax withholding (debit) may post after all the debit categories referenced in this chart are processed.

If we determine that your account's Available Balance isn't enough to pay an item, our processing methods may impact the number of overdrafts, Overdraft Fees and items declined or returned unpaid. Please see the *Overdraft Policy* provision for details. We may, in our sole discretion, change the posting order described above at any time without notice, regardless of whether additional fees or penalties may result.

## Overdraft Policy

If we determine that your account's Available Balance isn't enough to authorize or pay an item, and the item is not paid by an enrolled Overdraft Protection protecting account (if applicable), then we will handle the item according to your account's overdraft setting. We offer two overdraft settings: Standard Overdraft and Auto-Decline.

**Standard Overdraft Setting:** The Standard Overdraft setting is automatically applied to your qualifying checking account(s). You may request to change your setting to Auto-Decline, described below, at any time. With the Standard Overdraft setting, when we determine that your account's Available Balance isn't enough to pay certain items, such as checks, ACH transactions (for example, your electronic mortgage payment), USAA Pay Bills bill payments, and recurring debit card transactions, we may elect to pay the item anyway, at our discretion, causing an overdraft. An Overdraft Fee may apply. See the *Account and Service Fee Schedule* for details. Other items, including everyday (one-time) debit card purchases, ATM withdrawals, and Zelle® transactions, are declined when we determine that your account's Available Balance isn't enough to authorize the item. Overdraft Fees do not apply to items that we decline. However, the merchant or other payee may charge you fee(s) for the declined item. (See below for information on how we handle debit card and other transactions that were previously authorized when your account had a positive Available Balance, but are later presented to us for final payment when we determine that your account's Available Balance no longer has enough funds to pay the item.)

**Discretionary Overdraft:** We may overdraw your account in our sole discretion based on a variety of certain factors such as your account history, the deposits you make and the transaction amount. This means that we do not guarantee that we will ever authorize or pay an item that will overdraw your account. However, if we do overdraw your account to pay an item, we are not obligated to continue paying future items that will overdraw your account. We may pay all, some, or none of your items that would result in overdrafts, without prior notice to you.

**The following accounts do not qualify for the Standard Overdraft setting and will automatically be set to the Auto-Decline setting described below:**

- USAA Youth Spending accounts;
- Fiduciary accounts such as accounts opened for an estate, a formal trust, guardianship, conservatorship, UTMA or other similar style of fiduciary account;
- Accounts enrolled in our Overdraft Protection service using a credit card as a protecting account; and
- Savings accounts.

**Auto-Decline Setting:** You may change the overdraft setting of your checking account to the Auto-Decline setting. Some accounts (see preceding paragraph) are automatically set to Auto-Decline. With the Auto-Decline setting, we generally decline or return most types of items unpaid when we determine your account's Available Balance isn't enough to authorize or pay them. Overdraft Fees do not apply to items that we decline or return unpaid. However, the merchant or other payee may charge you fee(s) for the declined or returned item.

**Regardless of your account's overdraft setting, there are certain items that we do not decline or return unpaid, including, but not limited to:** USAA fees and debit card, ATM, and Zelle® transactions that were previously authorized when your account had a positive Available Balance, but are later presented to us for final payment when we determine that your account's Available Balance no longer has enough funds to pay the item. If we pay these items, causing an overdraft, an Overdraft Fee does not apply.

**Changing Your Overdraft Setting:** You may request a change of your account's overdraft setting on our USAA Mobile App, usaa.com, or by calling us. See *How to Contact Us* in the *Account and Service Fee Schedule* for more information on how to call us. We may take up to two Business Days to process a request and change the account's overdraft setting. We will not waive or reverse any Overdraft Fee(s) assessed while we are processing your request.

**The following chart illustrates the overdraft policy described above; it describes how we handle various types of transactions with each overdraft setting when we determine that your account's Available Balance isn't enough to authorize or pay an item, as applicable:**



		OVERDRAFT SETTINGS	
		Standard Overdraft	Auto-Decline
TYPES OF TRANSACTIONS	<p>Transactions such as:</p> <ul style="list-style-type: none"> <li>• Checks</li> <li>• ACH transactions</li> <li>• Payments using the USAA Pay Bills service</li> <li>• Recurring debit card transactions</li> </ul>	<p>We may elect to pay the item, at our discretion, causing an overdraft. <b>Overdraft Fees may apply. See the Account and Service Fee Schedule for details.</b></p> <p><u>If we do not pay the item,</u> we decline or return the item unpaid. <b>Overdraft Fees do not apply.</b></p>	<p>We decline or return the item unpaid. <b>Overdraft Fees do not apply.</b></p>
	<ul style="list-style-type: none"> <li>• Everyday (one-time) debit card purchases</li> <li>• ATM withdrawals</li> <li>• Zelle® transactions</li> </ul>	<p>We decline the debit card / ATM / Zelle® authorization. <b>Overdraft Fees do not apply.</b></p>	
	<p>Transactions we do not decline or return, including (but not limited to):</p> <ul style="list-style-type: none"> <li>• Transfers between FSB checking and savings accounts</li> <li>• FSB fees</li> <li>• Debit card, ATM and Zelle® transactions that were previously authorized when your account had a positive Available Balance, but are later presented to us for final payment when we determine that your account's Available Balance no longer has enough funds.</li> </ul>	<p>We pay the item, causing an overdraft. <b>Overdraft Fees do not apply.</b></p>	

**Important:** An item that appears as pending may still cause an overdraft or be returned unpaid during end-of-Business Day processing if we determine your account's Available Balance isn't enough to pay the item. The *Account and Service Fee Schedule* explains when we charge you fees for overdrafts and the dollar amount of the fees. Additionally, you may be charged fees by the merchant or other payee. You should review the *Account and Service Fee Schedule* carefully. Also note that the classification of a debit card transaction (not including ATM transactions) as recurring or non-recurring (i.e., one-time) is determined by merchants, other institutions, or other third parties before the transaction is presented to us for authorization or payment. We will treat and process such debit card transactions in the manner they are presented to us, which may result in a one-time debit card transaction presented as recurring preauthorized transactions and vice versa.

**Your Overdraft Responsibilities:** If we overdraw your account to pay an item, you agree to immediately make a deposit into your account to return it to a positive balance (of at least zero), without notice or demand from us. If you fail to bring your account to a positive balance, we may, without notice:

- (1) Debit any other deposit account of any account owner of the overdrawn account to cover the overdraft;
- (2) Report the delinquency to consumer reporting agencies and initiate collection efforts; and/or
- (3) Close your account.

You agree to reimburse us for all costs and expenses we incur to collect such overdrawn amount (including attorney's fees and expenses). Each account owner is jointly and severally responsible for paying any overdrafts created by an Authorized Signer or account owner, whether or not the account owner participates in or benefits from the transaction. This means that all account owners will be responsible for each overdraft. **You agree that we may use subsequently credited deposits made to the account including, without limitation, deposits of tax refunds, or government, welfare, retirement and Social Security benefits, to pay any overdraft, fee or other obligation you owe us to the fullest extent permitted by law. You understand and agree that if you do not want such benefits applied in this way, you will need to change your direct deposit instructions with the benefits payor prior to payment of the benefit.**

### **Overdraft Fee Refund Window**

If you incur an Overdraft Fee, it is charged to your account the *Business Day following the posting date of the Overdraft Item*. For example, if an Overdraft Item posts to your account on Monday, the Overdraft Fee for that item is charged to your account on Tuesday (if it is not a federal holiday). An item's posting date typically appears on the USAA Mobile App or usaa.com. Please see the *Account and Service Fee Schedule* for more information about Overdraft Fees.

With Overdraft Fee Refund Window, we provide a refund of an Overdraft Fee charged to your account if we receive a qualifying deposit to the account within a window of time after the Overdraft Item posting date. A qualifying deposit must meet **all of the following criteria** to receive the Overdraft Fee refund:

- **Timing of deposit.** The deposit must be received before the applicable deposit cutoff time on the *Business Day following the posting date of the Overdraft Item*. See the *Funds Availability Policy* section of this Agreement for more information on deposit cutoff times.

As an example: If an Overdraft Item posts to your account on Monday, we must receive the deposit prior to 9 p.m. on Tuesday (or an earlier time on Tuesday, if an earlier deposit cutoff time applies).

- **Amount of deposit.** The deposit must be enough to bring the account's Available Balance to at least negative (-) \$50 (i.e. your account's Available Balance must not be overdrawn by more than \$50) after all items (not including the Overdraft Fee subject to refund) have processed at the end of the *Business Day following the posting date of the Overdraft Item*.

Important Note: There may be items that affect your Available Balance on the *Business Day following the posting date of the Overdraft Item* that do not appear on the USAA Mobile App or usaa.com until after end-of-Business Day processing. As such, please keep track of transactions you've made or authorized that have not yet been presented for payment from your account.

- **Available funds.** The funds must be available for use. Funds on hold, including deposit or other holds, do not qualify as a deposit for this refund. Please see the *Funds Availability Policy* section for details.

As an example: You deposit a \$500 check to your account using USAA Deposit@ Mobile®, however a \$400 hold is placed on the deposit; only \$100 of the deposit is available for use to qualify for the Overdraft Fee refund.

- **Types of deposit(s).** Generally, all deposit types qualify for the Overdraft Fee refund including mobile check deposits, electronic direct deposits, transfers, ATM deposits, and in-person deposits. You may make more than one deposit. Note, not all deposits are immediately available for use. Overdraft protection transfers that occur during end-of-Business Day processing also qualify.

Below, we provide an example to help illustrate how Overdraft Fee Refund Window works:

<p><b>EXAMPLE:</b></p> <p><b>Tuesday:</b> On Tuesday, your account's beginning Available Balance was \$100. At our discretion, a \$300 bill payment was paid and posted on Tuesday, resulting in an ending Available Balance (overdraft balance) of negative (-) \$200.</p> <p><b>Wednesday:</b> On Wednesday, we received a \$150 deposit of available funds into the account via a transfer prior to 9 p.m. Central Time, which brought the account to an Available Balance of negative (-) \$50. But during end-of-Business Day processing, a check you wrote is presented for payment against your account in the amount of \$50 (which we pay, in this instance, at our discretion). (The check did not appear on the USAA Mobile App or usaa.com until after end-of-Business Day processing was complete.) This brought your account's Available Balance down to negative (-) \$100. Also on Wednesday, one \$29 Overdraft Fee was charged for Tuesday's Overdraft Item.</p> <p>You do not qualify for a refund of the Overdraft Fee for Tuesday's Overdraft Item. The account's Available Balance is negative (-) \$100 after all items (not including the Overdraft Fee subject to refund) have processed at the end of Wednesday (the <i>Business Day following the posting date of the Overdraft Item</i>). To qualify for a refund of the Overdraft Fee, that Available Balance must be at least negative (-) \$50; we must have received qualifying deposit(s) in the amount of at least \$200 within the <i>Overdraft Fee Refund Window</i>.</p> <p>Note, on Thursday, a \$29 Overdraft Fee will be charged for Wednesday's Overdraft Item (the \$50 check paid). You may qualify for a refund of this Overdraft Fee by making a qualifying deposit according to the terms of this <i>Overdraft Fee Refund Window</i> provision.</p>	<p><b>THE MATH:</b></p> <p><b>Tuesday:</b> \$100 beginning Available Balance - \$300 bill payment (<u>Overdraft Item</u>) = -\$200 ending Available Balance (overdraft balance)</p> <p><b>Wednesday:</b> - \$200 beginning Available Balance (overdraft balance) + \$150 deposit of available funds - \$50 check paid (<u>Overdraft Item</u>) = -\$100 Available Balance (not including the Overdraft Fee below subject to possible refund)</p> <p>- \$29 Overdraft Fee for Tuesday's \$300 bill payment</p> <p>You do not qualify for a refund of the Overdraft Fee charged to your account on Wednesday.</p>
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Note, you are still responsible to return your account to a positive balance (of at least zero) as described in the *Your Overdraft Responsibilities* paragraph of the *Overdraft Policy* provision.

## Overdraft Protection

Overdraft Protection is an optional service that transfers or advances available funds from your eligible checking, savings or credit card account (each, a “protecting account”) to your checking or savings account (the “protected account”) to help cover item(s) when we determine that your protected account’s Available Balance isn’t enough to pay an item during end-of-Business Day processing. To enroll, you must be an owner on both the protected and protecting accounts. Your protecting account can provide overdraft protection for multiple protected accounts. However, your protecting account cannot also be a protected account. Only one transfer or advance occurs per Business Day from the protecting account, even when multiple transactions are covered. A transfer or advance is attempted only on Business Days where at least one debit item is presented to us for final payment during end-of-Business Day processing. We reserve the right to exclude certain forms of account ownership, including, but not limited to, trust, estate, guardianship, and UTMA accounts, from being enrolled in this program. If you would like to change your protecting account, please contact us.

**Protecting Account - Checking or Savings Account:** If you have selected a checking or savings account as your protecting account, an overdraft protection transfer will not occur unless the protecting account has enough available funds to cover at least the first debit item presented to us for final payment during end-of-Business Day processing, all pending transactions and the prior Business Day’s overdraft balance. If your protecting account has sufficient available funds to cover these items, we will then attempt to transfer available funds from your protecting account to cover individual items in the order described in the *Posting Order* provision of the *Using Your Account* section of this Agreement. A transfer is attempted only on Business Days where at least one debit item (including fees that we charge) is presented to us for final payment during end-of-Business Day processing. If an item isn’t covered by Overdraft Protection, the item may either be declined or returned unpaid or, we may pay the item anyway, at our discretion, causing an overdraft. Overdraft Fees may apply. If items are declined or returned unpaid, the merchant or other payee may charge you fees. See the *Overdraft and Non-Sufficient Funds Policy* provision of the *Using Your Account* section for more information.

We do not guarantee that we will make an overdraft protection transfer or that an overdraft protection transfer will be sufficient to pay an item or will prevent returned items, overdrafts or Overdraft Fees.

**Protecting Account - USAA credit card account:** If you have selected an eligible USAA credit card account as your protecting account, we will request a cash advance in \$100 increments from the credit card account to help cover the total amount of the overdraft balance in the protected account. An advance is attempted only on Business Days where at least one debit item (not including fees that we charge) is presented to us for final payment during end-of-Business Day processing. The process is generally as follows:

- First, we will provisionally pay the item(s) presented for payment, which may result in an overdrawn protected account (even if your protecting credit card account has sufficient available credit). An Overdraft Fee does not apply to the provisional payment of these items. This occurs prior to requesting approval of the cash advance from your protecting credit card account.
- Second, we will initiate a request for a cash advance from your protecting credit card account in \$100 increments to help pay the total amount of the overdrawn balance in the protected account and one of the following will occur:

- **If the cash advance request is approved to pay the total amount of the overdraft balance in the protected account in \$100 increments,** the cash advance from the protecting credit card account posts to your protected account within two Business Days. Your protected account may remain overdrawn during this period.

We do not charge a fee to your protected account for the credit card cash advance. However, the cash advance is subject to the terms, conditions, fees and finance charges disclosed in your credit card agreement for cash advance transactions.

- **If the cash advance request is not approved to pay the total amount of the overdraft balance in the protected account in \$100 increments,** we will not advance any funds from the protecting credit card to help cover the overdraft balance. We may reverse our previous provisional payment(s) of item(s) and return those item(s) unpaid. Any items that were previously paid on a provisional basis that we do not return unpaid will cause overdraft(s), but are not subject to Overdraft Fee(s). Merchants or other payees may charge you fees for any item(s) that are returned unpaid.

The Overdraft Protection cash advance may be declined for certain reasons, including, but not limited to, if you are in default under your credit card agreement or if the advance would cause you to exceed the amount of credit available.

If additional item(s) are presented for payment against the protected account and there are not sufficient available funds in the protected account or protecting credit card account, overdraft(s) may result or item(s) may be declined or returned unpaid for non-sufficient funds. The merchant or other payee may charge you fees for item(s) that are declined or returned unpaid.

**Additional Terms and Conditions:** Any account owner of both the protected and protecting account may terminate or modify Overdraft Protection at any time without consent of the other account owners. We may take up to three Business Days to process this request.

If we do not transfer funds from the protecting savings or checking account or advance funds from the protecting credit card account for any reason, we may decline or return item(s) unpaid from the protected account without notice to you, or pay an item, at our discretion, causing an overdraft. This may result in Overdraft Fee(s), if applicable. For item(s) declined or returned unpaid this may result in additional fees from merchants/ other payees. We are not obligated to transfer or advance funds from the protecting account. We do not guarantee that an overdraft protection transfer will pay an item or will prevent overdrafts, Overdraft Fees or declined or returned items.

We reserve the right to terminate or modify your enrollment in Overdraft Protection at any time and for any reason. For example, we may cancel your enrollment in Overdraft Protection if your protected account is closed, if your protecting account is closed, or if you are no longer an owner of the protected account or protecting account. We may terminate your enrollment in Overdraft Protection if an enrolled account is determined to be ineligible or if we reasonably believe there is unusual Overdraft Protection or other activity on the protected or protecting account.

## Stop Payment of Checks

**What Can Be Stopped:** You may ask us to stop payment on a check you have written or authorized if it has not already been paid.

Please note, if you wish to stop payment on a preauthorized electronic fund transfer that you have scheduled, see the *Stop Payment of Preauthorized Payments* provision in the *Electronic Banking Services* section of this Agreement for information.

**How to Place a Stop Payment Order:** You may request a stop payment order on the USAA Mobile App, on usaa.com, by mail, or by calling us. To place a stop payment order, you must provide the account number and the check number (or a range of check numbers). We may also require the date of the item, the exact amount of the item (dollars and cents), the name of the person who signed or authorized the item, and the name of the party to whom the item was made payable. If you give us incomplete or incorrect information, we may be unable to stop payment and we may pay the item.

**When to Place a Stop Payment Order:** You must give us sufficient notice so that we have a reasonable period of time to verify and act on your request. A stop payment order takes effect only after we have a reasonable period of time to verify that the item is unpaid. Payment cannot be stopped on a check or item that has been paid or is in the process of being paid. At the time you request a stop payment, we may not be able to tell you whether the check or item has been paid or is in the process of being paid.

**Fees:** We may charge you a fee for each stop payment order and each renewal of the order. See the *Account and Service Fee Schedule* for details.

**Duration of a Stop Payment Order:** A stop payment order will stay in effect for a period of 185 calendar days from the date we accept your stop payment order of a single check, or a period of 365 calendar days from the date we accept your stop payment order of a range of checks. After this period of time, the stop payment order will no longer be in effect, and we may pay the item. If you want the stop payment order to remain in effect, you must renew it. Each renewal is treated as a new stop payment order and is subject to an additional stop payment fee. See the *Account and Service Fee Schedule* for details.

**Cancellation of a Stop Payment Order:** If you want to cancel the stop payment order you must contact us or submit a request on usaa.com. Your request to cancel the order is not effective until we have a reasonable period of time to act on it. If the item is presented for payment after the order is cancelled, we may pay the item.

**FSB's Liability:** Our 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 our satisfaction. **We are not liable to you for any special, incidental, or consequential loss or damage of any kind.**

Under certain circumstances, the law may allow the party in possession of the check to enforce payment, despite the stop payment order. You agree to indemnify us against any claim or loss we incur from honoring your stop payment request.

**Teller's Checks:** You cannot stop payment on an FSB Teller's Check, which includes account disbursement checks provided to you. However, you may be able to claim a refund if the Teller's Check is lost, stolen, or destroyed. To claim a refund of the amount of the item, you must request and submit our declaration of loss statement form and the item must not have been presented for payment for 90 days from the date the Teller's Check was issued.

## Certificate of Deposit (CD) Accounts

When you open a CD account, you agree to leave your money in the account for a specific period of time. This period of time is called the term. The last day of the term of your CD account is called the maturity date and is disclosed at account opening. We do not issue an actual certificate. Your CD is non-negotiable, non-transferable, and cannot be assigned without our written consent. See the *Account and Service Fee Schedule* for additional terms that apply your CD account.

### Interest on Your CD Account:

**Interest and APY rates that apply.** The interest rate and Annual Percentage Yield (APY) that apply during the term of your CD account are disclosed at account opening. The APY assumes that interest earned in your CD account will remain on deposit until the maturity date. If you elect to withdraw interest or principal during the term of the CD account, the APY you receive will be lower than the disclosed APY.

**How we calculate interest on CD accounts.** We use the daily balance method to calculate interest on your CD account. This method applies a daily periodic rate to the ledger balance that we determine is in the CD account each day. Interest is computed on a 365-day year, except in leap years when interest may be computed on a 366-day year.

**When interest begins to accrue on non-cash deposits.** When you deposit a non-cash item into a CD, interest begins to accrue on the non-cash item on the Business Day we receive the deposit of that item.

**When interest is compounded and credited on CD accounts.** We credit and compound interest on a monthly basis. If your account is closed before we credit any accrued interest, accrued interest will be paid through the last full day before the day the account is closed, but an early withdrawal penalty will apply if closed prior to maturity. We pay interest only in whole cents. Any fractional amount of interest less than half of one cent will be rounded down to the whole cent and any fractional amount of interest equal to half of one cent or more will be rounded up to the next whole cent.

**Withdrawal of Interest.** You may request that interest be withdrawn from your CD account on a monthly basis and transferred to one of your FSB checking or savings accounts. You are not subject to an early withdrawal penalty for such a withdrawal of interest.

**Grace Period:** There is a 10-calendar day grace period (the “Grace Period”) beginning on the day after the maturity date. However, if the 10th calendar day is a non-Business Day, the Grace Period ends on the immediately preceding Business Day. During the Grace Period, you may withdraw all or a portion of the funds in your CD account without penalty, renew your CD account with the same or a different term, add additional funds to your CD account or close your CD account.

**Renewals:** Your CD account automatically renews on the maturity date, unless we receive instructions from you prior to the end of the Grace Period not to renew your CD account. CD accounts automatically renew at the current rate of interest offered for the CD account and with the same term, unless we notify you otherwise. The principal balance for the



renewal term will be the total balance in the CD account (principal plus the interest that was not previously withdrawn).

**Early Withdrawals:** In our discretion, we may permit you to withdraw principal funds from the CD account at times other than the Grace Period. Each time we permit a withdrawal of principal funds outside of the Grace Period, we may apply an early withdrawal penalty, as shown in the *Account and Service Fee Schedule*. It may be necessary to deduct all or a portion of the early withdrawal penalty from the principal amount of the CD account. First, we deduct the early withdrawal penalty from the CD account's earned interest, and then we deduct any remaining early withdrawal penalty from the principal amount of the CD account. We may waive an early withdrawal penalty, as permitted by law. If a withdrawal, including the penalty, will reduce the account below the required minimum balance, we may treat the withdrawal request as a request to close the account.

**Secured CDs:** You open a secured CD to serve as the security deposit for a USAA secured credit card. The minimum amount required to open a secured CD depends on the amount of credit you are approved for on the secured credit card. The possible range for the required opening deposit is shown on the *Account and Service Fee Schedule*. The amount you deposit must be equal to the credit limit of the secured credit card.

You may not make additional deposits to a secured CD. However, if we do accept an additional deposit to the secured CD, it will not increase the credit limit on the secured credit card.

- Interest credited to the secured CD will not increase the credit limit on the secured credit card.
- The secured CD must be owned solely by the individual named on the secured credit card. Joint or other forms of ownership are not permitted.
- You may not designate the secured CD to be payable on death to a beneficiary.
- In the event that ownership is inadvertently changed, we may correct the ownership of the secured CD without prior notice to you or any other person. We will notify you if this occurs.
- The secured CD will automatically renew for the same term. You may not change the term or make additional deposits when the secured CD renews.
- If your secured credit card is closed for any reason, we will close the secured CD at the same time.
- If your secured CD is closed for any reason, the funds in the secured CD will be credited to your secured credit card. In the unlikely event that the credit card is not available, the funds will be returned to you directly.

**Secured Credit Card Upgrade or Conversion:** If your USAA secured credit card is upgraded or converted to an unsecured credit card, FSB will release its security interest in the secured CD and will set the secured CD to close at the end of the current secured CD term. You may elect to close the secured CD prior to the end of the current term by contacting us and requesting that the secured CD be closed early. Notwithstanding the final bullet in the *Secured CDs* paragraph, when the secured CD is closed, we will return the funds to you in a manner determined by FSB or as otherwise required by applicable law.

### **Change of Contact Information**

It's important that you keep your contact information with us up to date. We may send notices, statements and other notifications regarding your account to you at the most

recent address we have in our records for your account or that you may have on record with us or an affiliate of FSB. You are responsible for notifying us of any change in your name, mailing address, or other contact information (including telephone number and email address). If the U.S. Post Office or one of its agents tells us that your address is changed, we may change your address in our records to that address. We may change your contact information only for the account(s) you specify or for all or some of your other account(s) with us. After account closure, we reserve the right to use the contact information that we may find through any means.

## **Closing an Account**

We may close your account for any reason without advance notice. We may require you to give us a minimum of seven (7) calendar days advance written notice when you intend to close your account by withdrawing your funds. We may refuse to close your account if your account has a pending transaction (including a pending dispute or investigation), overdrawn balance, restriction (including a deposit, collateral or decedent hold), or is subject to Legal Process. At the time of account closure, we will post, as applicable, any accrued interest, required tax withholding, and the closing debit for any remaining funds.

Once the account closure process is complete, we have no obligation to accept deposits or pay outstanding checks or other items presented for payment. We are not liable for any claim, cost, loss or damage that may result from not honoring items that are presented or received after your account is closed. You agree to pay immediately all amounts you owe us. We may reopen the account to accept a debit or credit, or to perform maintenance, in our sole discretion, and will notify you after we do so. If we have to reopen your account to accept such a debit or credit or to perform such maintenance, you cannot make any transactions with the account. It is only open to process the transaction(s) or account maintenance, and we will re-close the account after such transaction(s) or maintenance has been completed. We have the right to advise consumer reporting agencies and other third-party reporting agencies of accounts closed for misuse, such as unpaid overdrafts. This Agreement continues to govern your account even after your account closes.

## **Funds Availability Policy**

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This Funds Availability Policy applies to checking accounts, but not savings or CD accounts. Our general policy is to make deposits to your checking account available according to the time frames described in this section ("*Funds Availability Policy*").

This *Funds Availability Policy* does not apply to the following types of deposits and we may delay availability of funds from these deposit types:

- Savings and CD account deposits;
- Funds deposited via FSB's remote deposit capture services; please refer to the Remote Deposit Capture User Agreement for general funds availability of checks deposited through USAA Deposit@Mobile or other FSB remote deposit capture service;
- Checks drawn in a foreign currency or on banks located outside the United States;
- Items we accept for collection only (not as an ordinary deposit); or
- ACH debit transfers initiated at FSB to be withdrawn from your external (non-USAA) bank account and deposited to your FSB account.

## Your Ability To Withdraw Funds

The following provides our general policy:

Deposit Types	When the deposit types are generally available
Checks	By the first Business Day after the day we receive your deposit
Electronic direct deposits, incoming wire transfers and cash deposits made with an FSB employee	On the day we receive the deposit
Cash deposits made at an ATM	By the first Business Day after the day we receive your deposit

Once funds from deposits are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written and other items.

### Determining When a Deposit is Received

For determining the availability of deposits, Business Days are Monday through Friday, excluding federal holidays. If we receive your deposit before the applicable cutoff time on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if we receive your deposit after the applicable cutoff time or on a day that is not a Business Day or that we are not open, we will consider the deposit to have been received on the next Business Day we are open. For example, if you deposit a check after the applicable cutoff time on a Monday, then we will consider the deposit to have been received by us on Tuesday, if Tuesday is the next Business Day FSB is open; Tuesday will be considered the day of the deposit. FSB's usual cutoff times are as follows:

<b>Deposit Channels</b>	<b>Cutoff Times</b>
<b>With an FSB employee in person at the FSB branch in San Antonio, TX</b>	5 p.m. Central Time If FSB closes before 5 p.m. Central Time, then deposits made after closing will be considered received on the next Business Day FSB is open. The lobby and drive-thru may have different cut-off times at this location.
<b>At an ATM that accepts deposits to FSB accounts</b>	7 p.m. Central Time, unless a different time is posted on the ATM or displayed on the ATM screen
<b>By Mail</b>	The Business Day FSB receives the deposit in its San Antonio, Texas branch
<b>USAA Deposit Box</b>	The Business Day FSB receives the deposit in its San Antonio, TX, branch, unless a different time is posted at the Deposit Box
<b>USAA online and mobile banking transfers from FSB accounts</b>	9 p.m. Central Time
<b>USAA telephone transfers from FSB accounts</b>	9 p.m. Central Time
<b>USAA Deposit@Mobile and other USAA remote check deposit services</b>	9 p.m. Central Time
<b>Zelle® transfers you receive</b>	9 p.m. Central Time

The cutoff times reflect the times displayed on our internal systems and may not be the same as the time displayed on your computer or mobile device. Employees in USAA Financial Centers (other than FSB's branch in San Antonio, TX) do not accept deposits in person.

### **Next Day Availability**

Funds from the following deposits, made in person to an FSB employee, will be made available on the first Business Day after the day of deposit:

- Federal Reserve Bank checks that are payable to you;
- Federal Home Loan Bank checks that are payable to you;
- U.S. Postal Service money orders that are payable to you;
- State or local government checks payable to you and issued in the state where you make the deposit, if you use a Special Deposit Ticket; and
- Cashier's, certified, or teller's checks payable to you, if you use a Special Deposit Ticket.

However, if you do not make your deposit in person with an FSB employee, funds from these deposits will be available by the second Business Day after the day of your deposit.

Funds from the following type of deposits will be made available on the first Business Day after the day of deposit:

- U.S. Treasury checks that are payable to you; and
- Checks that are drawn on us.

### **Longer Delays May Apply**

In some cases, we will not make all of the funds that you deposit by check available to you by the first Business Day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. However, the first \$225 of your deposits may be available on the first Business Day after the day of your deposit.

If we are not going to make all of the funds from your deposit available by the first Business Day after the day of your deposit, we will notify you and will tell you when the funds will be available. We will send you a notice by the Business Day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

- We believe a check you deposited will not be paid.
- You deposit checks totaling more than \$5,525 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.

We will notify you if we delay 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 owner, special rules may apply during the first 30 days your account is open:

- Funds from electronic direct deposits and wire transfers to your account will be available on the day we receive the deposit.
- Funds from deposits of cash and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available by the first Business Day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available by the ninth Business Day after the day of deposit. If your deposit of these checks (other than U.S. Treasury checks and checks that are drawn on us) is not made in person to an FSB employee, the first \$5,525 may 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.

### **Cash Withdrawal Limitation**

We place certain limitations on withdrawals in cash. In general, \$225 of a deposit is available for withdrawal in cash on the first Business Day after the day of deposit. In addition, a total of \$450 of other funds becoming available on a given day is available for withdrawal in cash no later than 5 p.m. Central Time on that day. Any remaining funds will be available for withdrawal in cash on the following Business Day.

### **Holds on Other Funds**

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. If we accept for deposit a check that is drawn on another financial institution, we 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 us. In either case, we will make these funds available in accordance with the *Funds Availability Policy* described above for the type of check that was cashed or deposited.

### **Accelerated Availability**

The availability time frames described in this section are FSB's general availability policies and state the maximum availability periods that may apply. If we, in our sole discretion, make a portion of your deposit available prior to the time frames described in this *Funds Availability Policy* or permit any portion of your deposit to be used immediately for certain uses (for example, cash withdrawals or debit card purchases), the balance of your deposit will become available according to the other terms of this *Funds Availability Policy*.

### **Deposited Checks Returned Unpaid**

If a deposited check that we made available to you is returned unpaid, rejected or otherwise not collected by us, you are responsible for the check, even if you have already withdrawn the funds. See the *Returns of Deposited Items* provision in the *Deposits Into Your Account* section.

### **Reservation of Rights**

We reserve the right to accept or reject any item for deposit into your account. If we make funds available to you, we do not waive any of our rights provided by law or this Agreement.

## **Deposits Into Your Account**

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### **Making Deposits**

**How to Make a Deposit:** We provide several ways to make a deposit to your checking or savings account, including in person, by mail, using USAA Deposit@Mobile or other remote deposit capture service we may offer, at certain ATMs that accept deposits to FSB accounts, where available, or by direct deposit or wire transfer.

**Account Number on Deposit Instructions: You must use your account number and not your USAA member number on deposit instructions.** You must correctly identify the account number into which you want funds deposited. We are not responsible for any delay, claim, cost, loss, or damage caused by your failure to properly identify the account

intended to be credited. We may credit an account based solely on the account number you provide, even if the name on the deposit or other credit instruction differs from the name on the account.

**Deposit Preparation:** You agree to prepare your deposit in accordance with our instructions, which may include the use of an approved form. When making a deposit, you should carefully review the information you have supplied. We will not be liable for any errors that may result from your manual entry of account information. 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.

**Endorsements:** We may require your personal endorsement before accepting an item for deposit. We may require that checks and other items you deposit or cash be endorsed by all parties to whom the items are payable. Before accepting an item, we may require verification of any endorsement, either through personal identification or through an endorsement guarantee by another financial institution acceptable to us. If you do not endorse a check or other item, you authorize us to endorse it for you or treat the item as if you had endorsed it. Any deposited item that appears to contain your stamped or facsimile endorsement will be treated as if you had actually endorsed it.

**Location of Endorsement:** You must endorse checks in the area that extends 1½ 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 do not endorse a check properly, and it causes us a loss, cost or expense, you agree to pay us that amount.

**Notations and Restrictions:** We are not bound by any conditional or restrictive endorsement or other notations, including, for example, any endorsement "without recourse." You are responsible for any loss, cost or expense we incur relating to the conditional or restrictive endorsement or other notation.

## Accepting Deposits

An item is not deemed accepted for deposit until it is received by us and we have completed processing of the item. (See the *Determining When a Deposit is Received* provision in the *Funds Availability Policy* section for information on when we consider a deposit received by us.) After we accept an item for deposit, it may be subject to subsequent verification and correction, although we reserve the right not to do so. We may accept a check or other item for deposit to your account from anyone; we have no obligation to question the authority of the person making the deposit.

**Check Deposits:** After we accept a check for deposit, we will attempt, acting on your behalf, to collect the funds from the financial institution on which it is drawn. We will exercise ordinary care when collecting on your behalf, but we are not responsible for errors, lost items or delays made by others in this collection process.

**Our Right Not to Accept Deposits:** We may refuse, accept for collection only, or return all or part of any deposit, at any time, including, but not limited to:

- Items payable to another person;
- Requests that a deposit be split into more than one account;
- Cash or coins for deposit through mail or courier; or

- **Substitute Checks.** If we do accept a substitute check for deposit, at our sole discretion, and we suffer a loss, cost or expense as a result, you will have to pay us that amount.

We may also refuse to cash a check, for any reason.

## **Deposit Adjustments and Errors**

**Adjustments:** We may make adjustments to your account to correct a deposit error, in our sole discretion. For example, if we determine that there is a discrepancy between the declared amount on a deposit form or other instruction and the actual amount of the funds, we may adjust (debit or credit) your account for the deposit error. It is your responsibility to ensure that the amount you declare with your deposit is accurate.

We reserve the right to use the declared amount (for example, on a deposit form or other instruction) as the correct amount to be deposited and to not adjust your account for the deposit error if the error is less than our standard adjustment amount. If the deposit error is less than our standard adjustment amount, we may not adjust the deposit unless you notify us of the error within 60 days of the date of your account statement that shows the deposit. If you do not notify us of the error within 60 days, the deposit amount indicated on the account statement will be considered finally settled. This means if the actual amount deposited was less than the amount on your statement, the difference will become your property, and if the actual amount deposited was more than the amount on your statement, the difference will become our property. We may change our standard adjustment amount from time to time without notice to you. We report adjustments on your account statement.

**Overpayments and Mistaken Deposits:** If funds to which you are not entitled are credited to your account by mistake or otherwise, we may, in our discretion, deduct the amount of these funds from your account, even if the deduction results in an overdraft, without giving you any prior notice or demand.

## **ACH Transfers**

Fund transfers sent through an ACH network, such as direct deposits of payroll, are provisional until final payment or settlement of the ACH transfer. If an ACH transfer that we credit to your account is revoked prior to final settlement, or is reversed or returned, then we may charge your account for the amount credited without prior notice (even if you have already withdrawn the funds or it causes an overdraft of the account). The party originating the ACH transfer is considered not to have made the payment to your account. If this happens, we do not send a separate notice; we notify you of these charges on your account statement. You are responsible for any charges assessed, including fees by merchants or third parties, as a result of an overdraft.

## **Foreign Checks and Other Collection Items**

**Collection-Only Items:** We may accept checks payable in foreign currencies or payable at foreign locations, and other items on a collection basis only instead of treating them as ordinary deposits. Accepting an item on a collection basis only means that your account is typically not credited for the item until we receive payment for it from the financial institution on which it is drawn. If we elect to credit your account before then, we may deduct the amount of the item from your account if we do not receive payment for any reason.

Our *Funds Availability Policy* does not apply to an item we accept for collection only or to checks drawn in a foreign currency or on financial institutions located outside the United



States. When we send items for collection, we are not liable for any event beyond our control, such as a lost item or a delay in the collection process.

**Fees:** Financial institutions in the collection process and the financial institution on which the collection item is drawn may charge you fees in connection with sending and receiving items for collection, which we may pay and charge to your account.

**Foreign Currency Exchange:** With foreign items, you agree that we or our correspondent bank may apply a foreign currency exchange rate to convert the proceeds into U.S. Dollars. The foreign exchange rate may include a spread, commission and other costs, and may differ from rates quoted elsewhere. When we receive payment, we will credit your account for the amount we receive in U.S. Dollars, minus any applicable fees.

## Returns of Deposited Items

**Returns:** If a cashed, deposited or a collection item is returned unpaid to us at any time and for any reason, whether or not the return is proper or timely, we may accept that return and charge your account (or any other account you have with us) for the amount of the returned item, plus accrued or earned interest, if any, without prior notice to you. We may, at our discretion, send the unpaid item back to the financial institution on which the item is drawn or other financial institution in the collection process, in an attempt to collect the funds, without notifying you that the item was returned. You waive any notice of dishonor and protest. We will not be liable to you for any loss or damage you may incur as a result of our not notifying you when the item was first returned.

We may act on, and you agree to be bound by, an electronic or other notice of return just as if the original item had been returned.

**Claims:** In connection with any cashed, deposited or a collection item, if a claim is made or we have reason to believe that there is a breach of warranty (for example, a forged or missing endorsement or an alteration), that the item is counterfeit, has an unauthorized signature, contains an encoding error, or should not have been paid for any other reason, we may place a hold on your account or charge your account for the amount of the item and pay the amount to the claiming party.

**Overdrafts:** We may deduct or hold the amount of a returned item from your account. This may result in an overdrawn account if your account's Available Balance isn't enough to cover the returned item and associated charges, including fees by merchants or third parties. However, we do not charge an Overdraft Fee for deducting the amount of the item returned unpaid to us from your account. You agree to immediately repay an overdraft caused by a return of an item. We are not liable to you if, as a result of a returned item, your account's Available Balance is not enough to authorize or pay other items (causing overdrafts, Overdraft Fees or declined / returned items), or your access to funds are restricted in any way due to a hold or charge to your account.

## Withdrawals From Your Account

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### Account Number on Transfer Instructions

If you instruct us to transfer funds from your account, you must correctly identify the account number into which you want funds credited. We are not responsible for any claim, cost, loss, or damage caused by your failure to properly identify the account intended to be credited. We may transfer funds to an account based solely on the account number you provide, even if the name on the transfer instruction differs from the name on the account.

## **Paying Checks and Other Items**

You authorize us to debit your account for a check or other item drawn on your account: 1) on the day it is presented to us for payment (by electronic or other means), 2) on the day we receive notice that the item has been deposited for collection at another financial institution, or 3) at a later time if additional time is required. We may determine whether your account's Available Balance is enough to pay an item at any time between our receipt of such presentment or notice and the time to return the item unpaid. We are not obligated to determine your account balance more than once.

## **Restrictions on Account Transactions**

We may decline, refuse, freeze, restrict, reverse or delay any withdrawal, payment or transfer of funds to or from your account, or we may remove funds from your account to hold them pending investigation, for any reason, including:

- You owe us money;
- We receive conflicting information or instructions regarding account ownership, control, or activity;
- We suspect that any transaction may be fraudulent or involve illegal activity;
- We are complying, in our sole judgment, with any federal, state or local law, rule or regulation, or with our policies intended to comply with those laws;
- We are complying, in our sole judgement, with a legal or administrative proceeding or Legal Process;
- The account is pledged as collateral for a loan;
- You have not presented to us appropriate identification, documentation or other information that we may require;
- You use a type of check or form that is not acceptable to us;
- We experience an equipment or system malfunction; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

Except as required by law, we will have no liability for any action we take under this provision and we may take such action without advance notice.

## **Unpaid Items**

For checks or other items drawn on your account that we return unpaid, we may either return the original or a copy of the item. Alternatively, we may send an electronic notice of return and keep the original or a copy of the item in our records. If we send 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 we had returned the original item.

## **Checks and Signatures**

**Check Forms:** We strongly encourage you to use checks provided by us or our designated vendor. Checks that you obtain on your own must meet our requirements, including paper stock, dimensions and other industry standards. You agree that you will not use any checks that contain background designs, prints or colors that interfere with our or any other bank's ability to produce a digital image of your check. We reserve the right to refuse checks that do not meet these standards. We are not liable for any losses that result from your failure to follow our standards.

**Foreign Currency Checks:** You may not write checks or other withdrawal orders on your account that order payment in a foreign currency. Checks you write must be in U.S. Dollars.

**Post-dated, Incomplete, Conditional Checks:** You agree not to write post-dated (future-dated), incomplete, or conditional checks. We have no duty to comply with postdated, incomplete, or conditional checks and may pay such checks. We are not liable for accepting for deposit, paying, refusing to pay, or rejecting any such item. If we pay a conditional check, the conditions do not apply to us.

**Stale-Dated Checks:** A stale-dated check is a check dated more than six months before it is presented. We may choose to pay or not to pay a stale-dated check, even if the presentment occurs after the expiration of a stop payment order.

**Substitute Checks, Indemnified Copies, Images, and Image Replacement Copies:** We may receive an indemnified copy of your original check, an image replacement document ("IRD"), a substitute check, or an electronic image of your check, instead of the original. We may act upon presentment of any such version of your check and pay it just as if the original item had been presented.

**Check Conversion:** Sometimes a check that you write to a merchant or other payee may be converted into an electronic payment by that merchant or payee. Since an image of the check is not sent to us, we cannot provide you with a copy of your check. A check converted to an electronic payment will appear as an electronic debit on your statement.

**Check Legends, Restrictions, or Notations:** We are not bound by any legends, restrictions or notations you place on any check you write, such as "Void after 6 months," "Void over \$50.00," "Payment in full," or similar language.

**Multiple Signatures:** We are not required to comply with any multiple signature requirement. If you have indicated that more than one signature is required, we will not be liable if a check or other payment instruction is paid with only one signature.

**Facsimile Signature:** We are authorized to pay any check bearing any form of facsimile, stamp or computer-generated signature as if it was your signature regardless of who placed the signature. You agree that you have sole responsibility for maintaining the security of any computer, stamp, or other device used to place your signature and that you bear the entire risk of unauthorized use regardless of any security methods you use or the form of signature you create.

**Sample Signature:** If we elect to review an item presented for payment, we may refer to a check or other document upon which your signature appears in order to determine the authenticity of your signature. If we cannot accurately verify your signature on a check and return the check unpaid, we are not responsible for any losses that may result, even if you authorized the check.

**Review of Checks and Signatures:** When checks are presented for payment, we use automated check processing procedures consistent with industry standard practice; we do not review every check, nor do we individually examine most checks for dates, signatures, legends, or endorsements. We may, for our own purposes, select a small number of checks to review based on certain criteria that may change from time to time. You agree that this process is commercially reasonable and is an acceptable standard of care. You accept responsibility for preventing and reporting forgeries, alterations, and other unauthorized uses of your checks. We have no obligation to prevent a check from being presented for payment more than once.

**Cashing Checks Drawn on Your Account:** If a person wants to cash a check drawn on your account with an FSB employee, we may require that person to provide identification satisfactory to us or comply with other requirements. If the person with a check drawn on your account fails or refuses to satisfy our requirements, we may refuse to cash the check and we will not be liable to you for refusing to cash the check.

### **Large Cash Withdrawals**

We may place reasonable restrictions on a large cash withdrawal, including requiring advance notice for such a withdrawal or that you provide adequate security acceptable to us at your sole risk and expense. We may refuse to honor a request for a large cash withdrawal if we believe it would cause us an undue hardship or security risk. We are not responsible for providing you security in any such transaction. If you are robbed or assaulted in connection with a large cash withdrawal, you agree to release us from any liability.

### **Notice of Withdrawal**

We reserve the right to require seven (7) calendar days advance written notice from you to withdraw or transfer funds from any checking or savings account.

## **Domestic and International Wires**

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### **General Provisions for Wire Transfers**

**The provisions in this section do not apply to electronic fund transfers described in the *Electronic Banking Services* section of this Agreement.** As permitted by us and applicable law, you may send and receive wire transfers, a type of “funds transfer” under Article 4A of the Texas Uniform Commercial Code (“UCC 4A”). The terms “funds transfer,” “funds transfer system,” “payment order,” and “beneficiary” are used in this provision as defined in UCC 4A. In general, a UCC 4A funds transfer involves processing a payment order (a type of instruction) for the purpose of making a payment to a beneficiary (a person or entity receiving the payment). Funds transfers to or from your account will be governed by the rules of the funds transfer system through which the transfers are processed, in addition to applicable law.

**Payment Orders:** When you give us a payment order, you authorize us to act on your behalf to initiate a funds transfer and charge your account for the amount of the funds transfer and any applicable fees. For current fees, see the *Account and Service Fee Schedule*. We may select any intermediary or correspondent bank, funds transfer system or means of transmittal to send your payment order. Except as required by law, we reserve the right to reject any payment order without cause or prior notice, and may notify you of the rejection orally, electronically, or in writing. We may limit the availability of our wire transfer services at any time, at our sole discretion. We are not liable to you for any loss you may incur as a result of our rejection of a payment order.

**Reliance on Account Number:** Before initiating any funds transfer, you should carefully review the account numbers you provide on the payment order. We may rely on the information you provide in your payment order, including the account number and financial institution of the beneficiary. You agree that we may process the payment order based solely on the account number you provide on the payment order, even if the named beneficiary on the payment order differs from the name on the account at the beneficiary bank. Except as provided by applicable law, any losses resulting from an incorrect account number or your misidentification of the beneficiary is not our responsibility.

**Cutoff Times for Receipt of Payment Orders:** If your payment order is received prior to 4:00 p.m. Central Time (3:30 pm Central Time for international wires) on a Business Day and is verified through our security procedures outlined below, the payment order may be processed the same Business Day. If it is received on or after 4:00 p.m. Central Time (3:30 pm Central Time for international wires) or on a non-Business Day, the payment order may be processed the next Business Day.

**Security Procedures:** You agree and consent to our use of security procedures to confirm the authenticity of the payment order, including but not limited to: contacting you to verify the authenticity and content of the payment order and requiring proof of identification or any other documentation. You agree that these security procedures are commercially reasonable methods of providing security against unauthorized payment orders. You also agree that any security procedure we may employ is designed to verify the authenticity of payment orders and not to detect errors in the content of any such payment orders.

**Amending or Cancelling Payment Orders:** Except as specifically provided for in the disclosures you receive for an international remittance transfer (see the *International Remittance Transfers* provision below), we are not obligated to amend or cancel a payment order after we receive it from you. In many cases, after a payment order is processed, we have no ability to cancel it. However, if you ask us to amend or cancel a payment order, we may make a reasonable effort to act on your request provided it complies with our security procedures, and we may charge a fee for doing so. We are not liable to you if, for any reason, the payment order is not amended or canceled. You agree to reimburse us for any costs, losses or damages that we incur in connection with your request to amend or cancel a payment order.

**Receiving Funds Transfers:** We notify you about funds transfers credited to your account by listing them on your account statement. In some cases, we also may notify you electronically or in writing. Funds transfers are credited based solely on the account number specified on the payment order even if the name on the payment order differs from the name on the account. If you are receiving a funds transfer that was sent in a foreign currency, the funds will be converted to U.S. Dollars by an intermediary or correspondent bank before receipt by us and your account will be credited in U.S. Dollars. The foreign currency exchange rate may include a spread, commission and other costs, and may differ from rates quoted elsewhere.

**Wire Errors:** Except as specifically provided for in the disclosures you receive for an international remittance transfer (see the *International Remittance Transfers* provision below), you must notify us as soon as possible but not later than 60 days after we send or otherwise make your statement available to you, if you think a wire transaction shown on your statement is incorrect or unauthorized. See the *Reporting Problems With Your Account* provision in the *Using Your Account* section for more information on how to report wire errors. However, we are not required to credit or adjust your account for any loss of interest or interest equivalent if you do not notify us within 14 days after the date you receive the first notice or statement on which the incorrect or unauthorized domestic wire transaction appears.

**Limitation of Liability:** Except as required by law, our liability for any act, delay or failure to act shall be limited solely to direct resulting loss, if any, which you incur, and payment of interest, if applicable. **EXCEPT AS REQUIRED BY LAW, WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, OR SPECIAL DAMAGE THAT YOU INCUR IN CONNECTION WITH PAYMENT ORDERS, EVEN IF WE ARE AWARE OF THE POSSIBILITY FOR SUCH DAMAGES.**

### **International Remittance Transfers**

As permitted by us and applicable law, you may send international wire transfers for personal, family or household purposes (an “international remittance transfer”). For international remittance transfers, you will be provided with certain disclosures required by federal law during the transfer process, which include, among other disclosures, certain error resolution and cancellation rights. To the extent the provisions in this section are inconsistent with the disclosures provided to you for an international remittance transfer, the provisions of such disclosures at the time of transfer shall govern. See the *Account and Service Fee Schedule* for fees that may apply to international wire transfers.

## **Electronic Banking Services**

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We provide a variety of electronic fund transfer (“EFT”) services for your accounts. Please see the *Account and Service Fee Schedule* for fees that may apply to our EFT services. Note, our domestic and international wire services are not covered by the provisions of this *Electronic Banking Services* section. See *Domestic and International Wires* section for information on wires.

### **Types of EFT Services**

Our EFT services include:

- Transactions that you make with your USAA ATM or debit card (“Card”);
- Electronic payments, transfers and credits that you make or receive via online banking, mobile banking and other electronic methods that we make available to you, including certain online bill pay transactions; and
- Certain transfers that you make by telephone.

The following summarizes what you can do with each of the EFT services listed here. Some of these activities may not be available with every Card or other Access Device, account, ATM or merchant terminal.

## USAA ATM or Debit Card

You can perform the following transactions with your USAA ATM card or debit card, depending on the account type and services associated with your account:

- Withdraw cash from linked or designated accounts at ATMs.
- Make deposits to linked or designated accounts at certain ATMs that accept deposits to FSB accounts.
- Transfer funds between linked or designated accounts at certain ATMs.
- Obtain balance information for your linked or designated accounts.

You also can perform the following transactions with the USAA debit card (but not your USAA ATM card), depending on the account type and services associated with your account:

- Pay for purchases at merchants that have agreed to accept USAA's debit card or other Access Device.
- Request cash back when making a purchase with certain merchants.
- Initiate an electronic credit transfer through a merchant or other service provider. For example, when providing cash to a merchant in exchange for a credit to your account.
- Pay bills.
- Obtain cash from a teller at financial institutions that honor the USAA debit card. The financial institution may charge you a fee for this transaction.
- Add your USAA debit card number to a digital wallet, payment application or mobile device in order to conduct certain transactions with participating merchants, or send and receive person-to-person payments. You may also be subject to additional terms and conditions by the provider of the digital wallet or the application that enables your mobile device to make transactions. Please notify us promptly if your mobile device containing your digital card number is lost or stolen.

See the *Account and Service Fee Schedule* for fees that may apply to transactions with your Card, including at an ATM. When you use a non-USAA ATM, you may incur additional surcharges, usage fees or other fees by the ATM operator or network (and you may be charged a fee for a balance inquiry even if you do not complete a transaction).

**What you can do with this EFT service**

## USAA ATM or Debit Card (Continued)

<b>Limitations that apply</b>	<ul style="list-style-type: none"> <li>• Some transactions may not be available at certain ATMs.</li> <li>• We place limitations on the dollar amount and frequency of ATM cash deposits and withdrawals, debit card cash advances, debit card purchases, and debit card funding transactions using third-party payment services. See the <i>Account and Service Fee Schedule</i> for the current limits.</li> <li>• ATM transactions may also be subject to limits set by a non-USAA ATM operator or network. See the <i>Account and Service Fee Schedule</i> for additional information.</li> <li>• If your debit card or debit card number is used to initiate an electronic credit transfer, the frequency and dollar amount of those transfers may be limited by the applicable card network or service provider. The merchant or service provider may charge a service fee for this transaction.</li> <li>• We may suspend or terminate your Card at any time without cause or notice.</li> <li>• We have the right to refuse a transaction on your account when your Card has been reported lost or stolen, or when we reasonably believe there is unusual activity on your account.</li> <li>• Some ATMs may experience technical difficulties including a lack of sufficient cash to fulfill your withdraw request.</li> </ul>
<b>Foreign Transactions with Your Card</b>	<p>If you use your Card for withdrawals or purchases in a currency other than U.S. dollars, we charge your account for the U.S. dollar equivalent of the transaction. Note, this can occur even if you transact with a foreign merchant while you are present in the United States. Depending on the specific arrangements that are in place, the foreign exchange rate and calculation of the U.S. dollar equivalent will be done by the bank at which you conducted the transaction, the network to which the ATM belongs, the merchant or its network, or the Card association in accordance with its then current policies, which may also include fees for the transaction. The exchange rate in effect when the transaction is processed may be different from the rate in effect on the date of your transaction or the date it is posted to your account. We may impose a fee for these types of transactions. See the <i>Account and Service Fee Schedule</i> for fees that may apply.</p> <p>The foreign exchange rate may include a spread, commission and other costs, and may differ from rates quoted elsewhere.</p> <p>Fees may also apply if you use your Card for withdrawals or purchases in U.S. dollars with a merchant, financial institution, or ATM in a foreign country. See the <i>Account and Service Fee Schedule</i> for information.</p>



## USAA ATM or Debit Card (Continued)

### Recurring Card Payments

If we issue you a new Card, the merchant with whom you set up a recurring or preauthorized payment may receive your new Card information to facilitate the continuation of your authorized recurring transactions. However, since not all merchants may receive this updated Card information, including any new Card number issued to you, it is your responsibility to inform the merchant of changes to your Card, including any changes to your Card number or expiration date or closure of your account. We are not responsible for any merchant fees or other charges you may incur by not informing the merchant of the Card update.

## Electronic payments, transfers and credits

### What you can do with this EFT service

You may use the USAA Mobile App, usaa.com, or other electronic means as we may make available to pay bills, transfer funds, make deposits (credits) to your account and obtain information about your account.

Examples of electronic transactions include:

- Direct deposits, such as payroll or certain types of benefit payments to you;
- One-time or recurring electronic bill payments that you preauthorize to be debited from your account;
- Transfers you instruct us to make between your accounts;
- Transfers to another member's account at FSB; and
- Transfers to an account at another financial institution.

Certain online and mobile banking services, such as USAA Pay Bills and Zelle®, are governed by separate terms and conditions, and supplement this Agreement. You receive the separate terms and conditions, which include any applicable transfer limits, at the time you enroll in the service.

**Electronic Check Conversion.** You may also conduct an electronic check conversion. This occurs when you 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.

## Electronic payments, transfers and credits (Continued)

### Limitations and Additional Terms and Conditions that May Apply

We place limitations on the dollar amount and frequency of certain types of transfers. See the *Account and Service Fee Schedule* for details.

Parental controls established on an account can limit a minor's ability to transact on the account, including to make transfers, view accounts or make mobile deposits.

We may conduct electronic payments, transfers and credits using the Automated Clearing House (ACH) network or similar networks. 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.

We may terminate your access to electronic payment, transfer and credit services for any reason, at any time, without notice, subject to applicable law.

## Certain transfers that you make by telephone

### What you can do with this EFT service

You may use our interactive voice recognition system to complete certain self-service transactions such as retrieve account information, transfer funds, and make payments, once your identity is verified. The system can also route you to a Member Service Representative if assistance is needed.

## Access Devices

You agree that we may issue you Access Devices. The Access Device may be an ATM card, debit card, code, Personal Identification Number ("PIN"), online ID, password or other means of identification and authentication, used to access your account or to initiate EFTs ("Access Device").

**Use of Your Card or Other Access Device:** You agree to use any Card or other Access Device we provide for access to your account only in the manner and for the purposes described in this Agreement and in any other applicable agreement. If you attempt to use the Card or Access Device in any other manner or for any other purpose, we may reject the transaction, or in our discretion, we may complete it without incurring any obligation to honor the same type of transaction on future occasions. We may decide not to issue a Card or Access Device to any person, and may terminate any Card or Access Device at any time without cause or notice.

By using your Card or other Access Device, you agree to the following terms:

- Your Card remains our property and you must return it to us upon our request.
- We may cancel or replace your Card at any time without notice.
- You will notify us promptly of the loss or theft of your Card or other Access Device.
- You will not reveal your Card number, PIN, account numbers, or Access Device to any person not authorized to use your Card or other Access Device. If you permit another person to use your Card, PIN, account number(s) or Access Device, you

are responsible for all transactions conducted by that person (even if the person exceeds your authorization or even if you did not provide that person with an authorization to conduct transactions on your Card or Access Device), until you notify us that the person is not authorized so that we may block unauthorized use of your Card or Access Device.

- You will not write your PIN on your Card or on any item kept with your Card or Access Device.
- You will not use your Card, other Access Device, or account for transactions involving unlawful internet gambling, illegal activities or any transaction prohibited by the Card networks, and we have the right to refuse a transaction or close your account if we reasonably believe your Card, other Access Device or account has been engaged in such activities. We may refuse to process any gambling transaction, whether lawful or not.

**Safeguarding Your Information:** You are responsible for maintaining the confidentiality of your account authentication credentials such as your PIN, username, password or token, for restricting access to your devices capable of accessing your accounts, and for protecting your Access Devices from unauthorized use. If you provide this information or your Access Devices to another person, any account or transaction activity by that person, or others who may receive your information 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 information or breach of security. You also agree to notify us promptly if the mobile device, Access Device or other device used to access your account is lost or stolen. We may terminate your EFT access to protect your interest or our interest at any time.

### **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 our ATMs or from a merchant terminal. However, you may not receive a receipt for small dollar transactions from a merchant terminal. If there is a conflict between the receipt and our records, our records will control.

**Preauthorized Credits:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can go to the USAA Mobile App, usaa.com or call us at the telephone number shown on the *Account and Service Fee Schedule* to find out whether or not the deposit has been made.

**Periodic Statements:** You will get a monthly account statement unless there are no electronic fund transfers in a particular monthly cycle. In any case, we will send you the statement at least quarterly. See the *Statements and Notices provision* in the *Using Your Account* section of this Agreement for more information about your account statement.

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

**Tell US AT ONCE if you believe your ATM card, debit card, PIN or other Access Device has been lost, stolen, or used by an unauthorized person, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Contacting us immediately by phone is the best way of keeping your possible losses down. You could lose all the money in your account, plus if you have Overdraft Protection, any transfers from a protecting deposit account or credit card account.**

If you tell us within **two Business Days** after you learn of the loss or theft, you can lose no more than \$50 if someone used your Card or other Access Device without your permission. However, you could lose as much as \$500 if:

- You do **NOT** tell us within two Business Days after you learn of the loss or theft of your Card or other Access Device; and
- We can prove we could have stopped someone from using your Card or other Access Device without your permission if you had told us.

Also, if your statement shows an electronic fund transfer that you did not make, including those made by Card, code, or other means, tell us at once. If you do not tell us within 60 days after the statement was provided to you, you may not get back any money you lost after the 60 days if we can prove that it could have stopped someone from taking the money if you had told us in time.

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

**Contact us in the event of an unauthorized transfer. If you believe your Card or other Access Device has been lost or stolen, call the phone number or write the address shown on the *Account and Service Fee Schedule*. You may also contact us on the USAA Mobile App or [usaa.com](http://usaa.com).** You should also call the number or write to the address listed on the *Account and Service Fee Schedule* or contact us via the USAA Mobile App or at [usaa.com](http://usaa.com) if you believe a transfer has been made using the information from your check without your permission.

### **Stop Payment of Preauthorized Payments**

**Right to Stop Payment and Procedure for Doing So:** If you have told us in advance to make regular payments out of your account or if you have authorized someone to debit your account on a recurring basis through the ACH system, your Card, or any other electronic fund transfer, you can stop any of these payments by calling or writing to us. See our contact information in the *Account and Service Fee Schedule*.

- You must notify us in time for us to receive your request **three Business Days** or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call.
- We will ask you for identifying information of the payment you would like to have stopped, such as the exact amount of the payment.
- Your stop payment order will be effective until you cancel it. However, if we require written confirmation and do not receive it, we may remove the oral stop payment order after 14 days.

**Notice of Varying Amounts:** If these regular payments 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. (You may choose instead to only 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.)

**Liability for Failure to Stop Payment of Preauthorized Transfer:** If you order us to stop a preauthorized payment three Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Unless otherwise provided in this Agreement, you may not be able to place a stop payment on certain electronic fund transfers, including a one-time point of sale transaction.

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

If we do not complete an electronic fund transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages.

However, there are some exceptions. We are not liable, for instance, if:

- Through no fault of us, you do not have enough Available Balance in your account to make the transfer.
- The transaction amount would exceed the funds available in your overdraft protection protecting account.
- Circumstances beyond our control (such as fire or flood) prevent the transfer, despite any reasonable precaution that we have taken.
- The ATM, terminal, or system was not working properly and you knew about the breakdown when you started the transfer.
- The ATM where you are making the transfer does not have enough cash.
- The funds are subject to Legal Process or other restriction.
- An account becomes dormant or inactive, in which case we may terminate the Card or other Access Device for that account.
- Your Card or other Access Device has been revoked due to inactivity or at our 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 fund transfer, contact us as soon as you can through the USAA Mobile App, usaa.com or call or write to us as shown on the *Account and 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. We must hear from you no later than 60 days after we have sent you the FIRST statement on which the problem or error appeared. When you contact us, please provide the following information:

- 1) Your name and account number,
- 2) A description of the error or the transfer you are unsure about,
- 3) A clear explanation of why you believe it is an error or why you need more information, and
- 4) The dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally 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 us to complete our

investigation. If we ask you to put your complaint or question in writing and do not receive it within 10 Business Days, we 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, we may take up to 90 days (instead of 45) to investigate. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will tell you the results within three Business Days after completing its investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents that we used in our investigation.

## **ATM and Debit Card Tips**

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

### **Protecting Your ATM or Debit Card and PIN:**

- Always sign the back of your new Card as soon as you receive it. Immediately 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 us immediately.
- Always protect your PIN. Never give your PIN to anyone and do not write down your PIN anywhere, especially on your Card or anything you carry near your card (such as another piece of paper in your wallet). 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 us.
- 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.

## Other Terms and Conditions

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### Circumstances Beyond Our Control

We are not liable to you if circumstances beyond our reasonable control prevent us from, or delay us in performing our obligations for a service under this Agreement, including acting on a payment order, crediting a deposit or transfer to your account, or processing a transaction. Circumstances beyond our reasonable control include, but are not limited to: severe weather, including snow or ice storm; a natural disaster, such as a tornado, hurricane, earthquake, or flood; emergency conditions, such as a war, terrorist attack, pandemic, riot, fire, theft, or labor dispute; a legal constraint or governmental action or inaction; the breakdown or failure of our 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 financial institution; or your act, omission, negligence, or fault. **We are not liable for special, incidental, exemplary, punitive, or consequential losses or damages of any kind.**

### Conflicting Claims About Your Account

If there are conflicting instructions or there is any dispute regarding your account, we may take any action, including: honoring the competing claim upon receipt of evidence satisfactory to us to justify such claim; freezing all or part of the funds and/or refusing transactions until the dispute is resolved to our satisfaction; continuing to rely on any current signature cards and other account documents; closing the account and dispensing the balance in the account to you or to each claimant, subject to any amounts owed to us. We may also pay the funds into an appropriate court for resolution. If any person notifies us of a dispute, we are not required to determine whether a dispute has merit in order to exercise any of the rights set out above. We will not be liable to you for taking any such actions. We may take these actions without advance notice, unless otherwise required by law. You are liable for all expenses and fees we incur, including attorneys' fees, and we may charge them to your account.

### Death or Incompetence

You agree to notify us promptly if any account owner or Authorized Signer on your account dies or is declared incompetent by a court. We may continue to honor checks, items and instructions and accept deposits until we have actual notice of the death/incompetency and a reasonable period of time to act on such notice. Upon receipt of

notice, we may place a hold on your account and refuse to accept deposits or to permit withdrawals. We may require documentation of death or incompetency acceptable to us in our discretion. We may retain funds in your account until we know the identity of the successor. If a deposit – including salary, pension, VA Benefit, Social Security, and Supplemental Security Income (SSI) – payable to the deceased account owner is credited to the account after the date the deceased account owner died, we may debit the account for the deposit and return it to the payor. For account owners or Authorized Signers who reside outside of the United States at the time of incompetence or death, we reserve the right to require United States court documents or a United States court of competent jurisdiction to appoint someone to represent you or your estate.

### **Inactive and Abandoned Accounts**

If we consider your account inactive, we reserve the right, in our sole discretion, to refuse to pay items from the account and to stop sending statements. Fees and charges for inactive accounts are the same as active accounts. We will not reimburse any charges for inactive accounts that later become active. We may be required by law to turn over (escheat) account funds considered abandoned for a specified period of time to the appropriate state. If we send the funds to the applicable state, we will have no other liability to you for the funds, and you will need to file a claim with that state to attempt to recover the funds.

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

Except as required by law, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) we may incur with respect to overdrafts or returned items or otherwise in connection with your account. This indemnification provision shall survive the termination of this Agreement. **EXCEPT AS REQUIRED BY LAW, WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES.**

### **Legal Process**

Subject to applicable law, you agree that we are authorized to accept and comply with any Legal Process that we receive relating to you or your account. However, we may be restricted or prohibited from satisfying a Legal Process based on applicable law. We may hold or turn over funds or other property to the court, creditor or other entity as directed by the Legal Process. Applicable law may not require us to pay interest on the funds during the period we hold them. We may charge your account a Legal Process Fee for each act we take in response to a Legal Process, and we may deduct this fee from any of your accounts without prior notice to you. See the *Account and Service Fee Schedule* for fee information. Our cutoff time for receipt of any Legal Process is 10 a.m. Central Time on a Business Day. Any Legal Process received after this cutoff time may not be processed until the following Business Day.

Any Legal Process against your account is subject to our right of setoff and any security interest we have in the account, subject to applicable law. It is possible that we may not pay items because we have withdrawn funds from your account or restricted your access to funds because of a Legal Process.



## Setoff and Security Interest

Subject to applicable law, we may exercise our right of setoff against any or all of your accounts, including accounts you own with others, at any time, without notice, for any direct or indirect obligation owed to us, whether arising from our fees or charges, overdrafts, attorneys' fees, or any other obligation owed. If the account is a joint account, each account owner authorizes us to exercise our right of setoff against any and all accounts of each account owner. We are not liable to you for dishonoring items where a setoff results in insufficient funds in your account. If we exercise our right of setoff against a CD that has not yet matured, we may charge an early withdrawal penalty in the amount described in the *Account and Service Fee Schedule*. The right of setoff does not apply if the debt is created under a USAA credit card. **You expressly agree that our right of setoff extends to any federal or state benefit payments (including Social Security benefits) deposited electronically 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. In addition to the right of setoff, you grant us a security interest in your account for amounts owing to us under this Agreement by any account owner.

## FDIC Recordkeeping for Accounts with Beneficial Owners

The Federal Deposit Insurance Corporation (FDIC) requires that we maintain certain information about deposit accounts to enable accurate calculation of FDIC insurance coverage for all account holders in the unlikely event of a bank failure. In certain situations, such as when you name a trust or other entity as a beneficiary for your account, or when a formal trust is the account holder, we'll generally ask you to provide the information necessary to enable the calculation. If you fail to provide the information requested, you're responsible for providing any required information to the FDIC in the unlikely event of bank failure. In such a situation, access to your accounts and payment of any deposit insurance are determined by the FDIC and may be delayed until the FDIC has completed its insurance determination.

## Prohibited Transactions

If we believe a transaction is prohibited or involves any type of illegal activity, we may refuse to process the transaction, freeze your account, or close your account. You agree that you will not use your account or any account-related services, including electronic fund transfers, wire transfers, checks, or Card, to engage in or fund illegal activity. You further agree you will not use your account to participate in any unlawful internet gambling transactions. We may refuse to process any gambling transaction, whether lawful or not.

## Sub-Accounts

You authorize us, for accounting purposes, to have all checking accounts consist of two sub-accounts: 1) a transaction sub-account where all deposits, withdrawals, and fees are posted, and 2) a holding sub-account, where available balances above a certain level are transferred daily. We may, in our discretion, transfer funds between these sub-accounts. All balances in the holding sub-account may 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.

## Section Headings

The headings in this Agreement are only for convenience and do not in any way limit or define your or our rights or obligations under this Agreement.

## Phone Calls / Electronic Communications

To the extent permitted by applicable law, you consent to our communicating with you at any email address or phone number you provide to us or an affiliate of FSB, including your mobile phone number. You agree to receive our calls and messages, such as text messages or prerecorded or autodialed calls. Your service provider may charge you fees for these calls/messages. We may monitor or record your conversations with us. We do this for quality control and archival purposes. You are responsible for obtaining and maintaining all telecommunications, computer hardware, equipment and services needed to access and use your account via online and mobile, and paying all related charges.

## Waiver and Severability

We reserve the right to waive or delay enforcing any of our rights under this Agreement. If we waive or delay enforcement of a right under this Agreement, it does not mean that the waiver or delay will apply to future situations or other provisions. For example, if we waive a fee in one situation, we reserve the right not to waive that fee should the situation recur. If any part of this Agreement is held to be invalid or unenforceable under any rule, law or regulation, the validity or enforceability of remaining provisions shall remain in full force and effect.

## Arbitration and Waiver of Class Action

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Please read this *Arbitration and Waiver of Class Action* section carefully.

**IF YOU AND FSB ARE UNABLE TO RESOLVE A DISPUTE, YOU AND FSB AGREE THAT UPON ELECTION BY EITHER YOU OR FSB, ANY COVERED CLAIM SHALL BE RESOLVED BY ARBITRATION ON AN INDIVIDUAL BASIS ACCORDING TO THE TERMS OF THIS *ARBITRATION AND WAIVER OF CLASS ACTION* SECTION. ACCORDINGLY, YOU AGREE TO WAIVE YOUR RIGHT TO A TRIAL BY A JUDGE OR JURY OR TO PARTICIPATE IN A COLLECTIVE OR CLASS ACTION AGAINST FSB IN CONNECTION WITH ANY COVERED CLAIM. THIS *ARBITRATION AND WAIVER OF CLASS ACTION* SECTION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, AND TO THE EXTENT THAT LOCAL LAW APPLIES, BY THE LAWS OF THE STATE OF TEXAS.**

### What is arbitration?

Arbitration is a method of resolving disputes without filing a lawsuit in court. In arbitration, parties present their dispute to a neutral third person – called an arbitrator – instead of a judge or jury. Generally, arbitration is faster, less expensive and simpler than a lawsuit in court. Arbitrators apply the same laws and can award the same remedies as a court, and parties have the right to be represented by attorneys in arbitration.

### Which claims or disputes are subject to arbitration?

Covered Claims must be arbitrated if either you or FSB elect arbitration. A Covered Claim is any pre-existing, present, or future claim, dispute or controversy between you and FSB concerning a deposit account covered by this Agreement (a “Covered Claim”). The term “Covered Claim” is intended to be broadly interpreted, and includes, but is not limited to, claims:

- arising out of or relating to any aspect of the relationship between you and FSB, whether based on contract, tort, fraud, misrepresentation, or any other statutory or common-law legal theory, regardless of the remedy sought or whether the claim pertains to this Agreement or a prior or future version of it;
- relating to advertising or disclosures for any of FSB's products or services;
- relating to your past, present, or future accounts, including the establishment, operation, servicing, collections, or termination of your accounts, transactions involving or relating to your accounts, or any products, services, or benefits offered in connection with your accounts;
- relating to the retention, protection, use, or transfer of information about you or any of your accounts for any of our products or services;
- relating to communications with you concerning your accounts or any of our products or services, including emails and automatically dialed calls and text messages;
- claims that may arise after the termination of this Agreement; and
- relating to the interpretation of "Covered Claim," or the enforceability, scope or interpretation of this *Arbitration and Waiver of Class Action* section.

### **Is there an alternative to arbitration?**

Instead of proceeding to arbitration, either you or FSB have the option to pursue a Covered Claim on an individual basis in a Small Claims Court (or the equivalent) as long as the action remains in that court, does not seek relief on behalf of or affecting the accounts of other customers, and is not removed or appealed to a court of general jurisdiction, in which case either party may elect arbitration.

### **Who administers the arbitration?**

All arbitrations will be conducted by the American Arbitration Association ("Administrator") in accordance with the Administrator's Consumer Arbitration Rules ("Administrator's Rules"), as modified by this Arbitration agreement. You may contact the Administrator to obtain arbitration information, the Administrator's Rules, and any claim forms and fee schedules:

American Arbitration Association ("AAA")  
 335 Madison Avenue, Floor 10  
 New York, NY 10017-4605  
[www.adr.org](http://www.adr.org)  
 1-800-778-7879

If the Administrator is unable to administer the arbitration, it shall be administered by such other administrator as you and FSB agree or that is selected by a court of competent jurisdiction.

### **How does arbitration start?**

If you choose to begin arbitration, you must contact the Administrator, follow the procedures set forth in the Administrator's Rules and notify FSB at:

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

If FSB chooses to begin arbitration, FSB will notify you either at your last physical address contained in its records or if you are represented by an attorney, at the attorney's address.

### **Who pays the Administrator's fees?**

FSB will pay any arbitration fees charged by the Administrator associated with arbitration proceedings. Except as provided by applicable law, you are responsible for paying your own attorney's fees, expert and witness fees, and any other expenses associated with the arbitration.

### **Where will the arbitration take place?**

The arbitration shall be conducted in the county where you reside, unless you and FSB agree on a different location. The arbitration proceedings shall be conducted by telephone or video conference unless the arbitrator decides that an in-person hearing or desk arbitration is appropriate.

### **How does the arbitration work?**

An arbitrator will be chosen in accordance with the Administrator's Rules. The arbitrator must decide Covered Claims based on the substantive applicable law of the federal judicial district and circuit where the arbitration is pending, including statutes of limitation and evidentiary privileges, and may hear dispositive motions. The arbitrator may award the same individualized remedies (including punitive and statutory damages and statutory attorneys' fees and costs) that a court could award under applicable law. The arbitrator may consider rulings in other arbitrations, but an arbitrator's ruling will not be binding in proceedings involving different customers. The arbitrator will issue a reasoned written decision sufficient to explain the findings and conclusions on which the award is based. The decision and judgment by the arbitrator shall be final, binding and enforceable in any court having jurisdiction, subject to judicial review under the Federal Arbitration Act, 9 U.S.C. §§ 10-11.

### **Can a decision by the arbitrator be appealed?**

If the damages awarded to either you or FSB in an arbitration exceeds \$100,000 (not counting amounts sought for attorneys' fees or costs), then the following additional procedures apply. Either you or FSB may appeal the final award to a three-arbitrator panel pursuant to the AAA's Optional Appellate Rules by providing written notice within 30 days of the award. The person appealing the decision (the appellant) shall pay all fees and costs for the appeal unless the panel determines that the appellant is the prevailing party, in which case the panel shall have the discretion in its final award to reallocate the fees and costs as justice or otherwise applicable law requires. If there is a cross-appeal, the costs shall be borne equally by both sides, subject to reallocation by the panel in its final award as justice or otherwise applicable law requires.

### **What is the waiver of class action?**

You cannot pursue any type of collective action or class action against FSB in court or in arbitration, including as follows:

- The arbitrator shall not have the authority to conduct any class-wide, representative, or private attorney general arbitration proceedings or to 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, unless you and FSB both consent in writing or the claims are brought by the co- or joint account owners of that account.
- You will not have the right to act as a class representative or participate as

a member of a class action with respect to any Covered Claim as to which arbitration has been elected.

- The arbitrator may award relief (including, declaratory relief, and injunctive relief) only in favor of the individual party seeking such relief.

If, after exhaustion of all appeals, any of these prohibitions on non-individualized relief; class, representative, and private attorney general claims; or consolidation is found to be unenforceable with respect to a particular claim or a particular remedy (such as a request for injunctive relief), then that claim or that remedy—and only that claim or that remedy—shall be decided by a court after all other claims or requests for remedies are arbitrated.

### **Military Lending Act**

If you are a covered member of the armed forces or the dependent of a covered member within the meaning of the Military Lending Act and your Covered Claim under this Agreement involves an extension of consumer credit under that Act, then you are not required to arbitrate disputes.

### **Right to Resort to Provisional Remedies Preserved**

Nothing herein will be deemed to limit or constrain our right to resort to self-help remedies, such as the right of setoff or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with Legal Process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

### **Severability and Survival of Terms**

If any provision in this Arbitration and Waiver of Class Action section is found to be invalid, unenforceable, or inapplicable by the arbitrator or a court of competent jurisdiction, the remaining provisions of this *Arbitration and Waiver of Class Action* section will remain in full force and effect notwithstanding the invalid, unenforceable, or inapplicable provision. The provisions of this section shall survive the termination of the Agreement, your accounts with us, or your relationship with us.

# Glossary

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Authorization Hold: Occurs when we approve a request from a merchant or financial institution to authorize a transaction you make with your debit card and we place a hold on your funds in the amount requested. An Authorization Hold is a pending transaction.

Authorized Signer: A person who is not an account owner and has actual or apparent authority to use the account, including depositing, withdrawing, or exercising control over the funds in the account.

Automated Clearing House (“ACH”): An electronic fund transfer system or network governed by the rules of a clearing house association, such as NACHA (National Automated Clearing House Association) or The Clearing House, that provides fund transfer services to participating financial institutions. ACH transactions include electronic deposits to or withdrawals from your account made through the ACH network, such as certain direct deposit of payroll, pension or governmental benefits or bill payments you authorized with a merchant.

Available Balance: Your available balance is the amount of funds in your account that we determine is available to authorize or pay items.

Business Day: For purposes of this Agreement, FSB’s business days are Monday through Friday, excluding federal holidays.

Credit: A deposit to your account.

Debit: A withdrawal, payment or transfer from your account.

Item: An item is any order, instruction, or authorization to debit funds from or credit funds to an account. Examples include, but are not limited to, a check, draft, ACH transaction, ATM withdrawal or transfer, transaction using a Card, fee, wire transfer, online or mobile transfer, remote check deposit, and bill payment. An item that has been declined or returned unpaid and subsequently resubmitted or re-presented for payment is considered a new item. An item also includes any purported order, instruction, or authorization to debit funds from or credit funds to an account, unless otherwise prohibited by law or regulation.

Legal Process: A subpoena, restraining order, injunction, writ of attachment or execution, levy, lien, garnishment, tax levy or withholding order, search warrant, forfeiture, seizure, government agency request for information or other similar order relating to you or your account.

Overdraft Item: An item that causes an overdraft.

Substitute Check: To make check processing faster, federal law permits banks to replace original checks with “Substitute Checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a Substitute Check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a Substitute Check as proof of payment just like the original check.















## **USAA Federal Savings Bank**

10750 McDermott Freeway  
San Antonio, TX 78288-0544

1-800-531-USAA (8722)  
(TTY:711/TRS)

**usaa.com**

**Member FDIC**

93111-0824





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

# ACCOUNT AND SERVICE FEE SCHEDULE

## USAA FEDERAL SAVINGS BANK

Effective August 1, 2024

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# Overview

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This Account and Service Fee Schedule (“Schedule”) is part of the Depository Agreement and Disclosures between you and USAA Federal Savings Bank (“FSB”). This Schedule provides information about FSB deposit accounts and fees associated with FSB deposit accounts and services.

FSB may change the accounts, services and fees described in this Schedule at any time. For example, FSB may add or delete terms and conditions or add or discontinue accounts and services. See the *Changes to the Agreement* provision of the Depository Agreement and Disclosures for more information. You can find definitions of defined terms in the Depository Agreement and Disclosures.

You can get information about services not covered in this Schedule by contacting us. Refer to the *How to Contact Us* provision in this Schedule for ways to reach us.



# Checking Accounts

Account	Minimum Amount to Open Account	Monthly Service Charge	Eligibility	Optional Account Features/Services	Other Important Account Information
USAA Classic Checking	\$25	No monthly service fees	Account owners under age 18 must have an adult joint account owner	<ul style="list-style-type: none"> <li>• Online banking at usaa.com</li> <li>• Deposit@Mobile<sup>®1,2</sup> for qualified account owners</li> <li>• USAA debit card</li> <li>• Overdraft Protection from your eligible linked FSB bank account or USAA credit card</li> </ul>	<ul style="list-style-type: none"> <li>• Earn interest on the days you maintain a minimum balance of \$1,000 or more</li> <li>• Variable interest rate that may change at any time</li> <li>• Go to usaa.com or contact us for current rates</li> </ul>
USAA Youth Spending	\$25	No monthly service fees	Account owners under age 18 must have an adult joint account owner	<ul style="list-style-type: none"> <li>• Online banking at usaa.com</li> <li>• Deposit@Mobile<sup>®1,2</sup> for qualified account owners</li> <li>• Online banking and Deposit@Mobile<sup>®1,2</sup> available for youth starting at age 13</li> <li>• USAA debit card</li> <li>• Overdraft Protection from your eligible linked FSB bank account or USAA credit card</li> <li>• Parental controls are available for parent or legal guardian joint account owners to permit and restrict certain online and mobile banking activities; please see usaa.com for details</li> </ul>	<ul style="list-style-type: none"> <li>• Earn interest on the days you maintain a minimum balance of \$1,000 or more</li> <li>• Variable interest rate that may change at any time</li> <li>• Go to usaa.com or contact us for current rates</li> <li>• Account converts to USAA Classic Checking automatically when minor reaches age 18; when account converts, parental controls are removed and the Standard Overdraft setting is automatically applied. Please see the <i>Overdraft Policy</i> in the <i>Depository Agreement and Disclosures</i> for details.</li> </ul>

## Savings Accounts

Account	Minimum Amount to Open Account	Monthly Service Charge	Eligibility	Optional Account Features/Services	Other Important Account Information
USAA Savings	\$25	No monthly service fees	Account owners under age 18 must have an adult joint account owner	<ul style="list-style-type: none"> <li>• Online banking at usaa.com</li> <li>• Deposit@Mobile<sup>®1,2</sup> for qualified account owners</li> <li>• USAA ATM card</li> <li>• Overdraft Protection from your eligible linked FSB bank account or USAA credit card</li> </ul>	<ul style="list-style-type: none"> <li>• Earns variable interest rate that may change at any time</li> <li>• Go to usaa.com or contact us for current rates</li> </ul>
USAA Youth Savings	\$25	No monthly service fees	Account owners under age 18 must have an adult joint account owner	<ul style="list-style-type: none"> <li>• Online banking at usaa.com</li> <li>• Deposit@Mobile<sup>®1,2</sup> for qualified account owners</li> <li>• Online banking and Deposit@Mobile<sup>®1,2</sup> available for youth starting at age 13</li> <li>• USAA ATM card</li> <li>• Overdraft Protection from your eligible linked FSB bank account or USAA credit card</li> <li>• Parental controls are available for parent or legal guardian joint account owners to permit and restrict certain online and mobile banking activities; please see usaa.com for details</li> </ul>	<ul style="list-style-type: none"> <li>• Earns variable interest rate that may change at any time</li> <li>• Go to usaa.com or contact us for current rates</li> <li>• Account converts to USAA Savings automatically when minor reaches age 18; parental controls are removed when account converts</li> </ul>
USAA Performance First Savings	\$1,000	No monthly service fees	Account owners under age 18 must have an adult joint account owner	<ul style="list-style-type: none"> <li>• Online banking at usaa.com</li> <li>• Deposit@Mobile<sup>®1,2</sup> for qualified account owners</li> <li>• USAA ATM card</li> <li>• Overdraft Protection from your eligible linked FSB bank account or USAA credit card</li> </ul>	<ul style="list-style-type: none"> <li>• Earns variable interest rate that may change at any time</li> <li>• Go to usaa.com or contact us for current rates</li> </ul>

## Certificate of Deposit (CD) Accounts

Account	Minimum Amount to Open Account	Eligibility	Account Features/Services	Other Important Account Information
Fixed Rate CD	<p><b>Standard CD:</b> \$1,000</p> <p><b>Jumbo CD:</b> \$95,000</p> <p><b>Super Jumbo:</b> \$175,000</p> <p>These are also the minimum balance amounts</p>	Account owners under age 18 must have an adult joint account owner	<ul style="list-style-type: none"> <li>• Interest rate is fixed until the maturity date</li> <li>• Terms available from 91 days (from 1 month for Jumbo and Super Jumbo CDs) to 7 years</li> <li>• Automatically renews</li> <li>• Interest accumulates automatically or can be paid to another eligible account electronically</li> </ul>	<ul style="list-style-type: none"> <li>• No additional deposits permitted during the term of CD</li> <li>• A penalty may apply for early withdrawals; see <i>CD Early Withdrawal Penalties</i> in this Schedule for early withdrawal penalties</li> <li>• Withdrawals will reduce earnings</li> </ul>
Adjustable Rate CD	<p><b>Standard CD:</b> \$1,000</p> <p><b>Jumbo CD:</b> \$95,000</p> <p><b>Super Jumbo:</b> \$175,000</p> <p>These are also the minimum balance amounts</p>	Account owners under age 18 must have an adult joint account owner	<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 to the then-current interest rate in effect for same type and term of Adjustable Rate CD</li> <li>• 3, 4, 5 and 7 year terms available</li> <li>• Automatically renews</li> <li>• Interest accumulates automatically or can be paid to another eligible account electronically</li> </ul>	<ul style="list-style-type: none"> <li>• A one-time additional deposit is permitted during the term of CD when you elect to adjust the interest rate</li> <li>• Interest rate adjustment is limited to 2% over the original rate</li> <li>• A penalty is imposed for early withdrawals; see <i>CD Early Withdrawal Penalties</i> in this Schedule for early withdrawal penalties</li> <li>• Withdrawals will reduce earnings</li> </ul>
Variable Rate CD	<p>\$250</p> <p>This is also the minimum balance amount</p>	Account owners under age 18 must have an adult joint account owner	<ul style="list-style-type: none"> <li>• Variable interest rate</li> <li>• We may change the interest rate and annual percentage yield on your CD at any time, in our discretion</li> <li>• Terms available for 182 days or 1 year</li> <li>• Automatically renews</li> <li>• Interest accumulates automatically or can be paid to another eligible account electronically</li> </ul>	<ul style="list-style-type: none"> <li>• Additional deposits are permitted during the term of CD but will not extend the maturity date</li> <li>• A penalty is imposed for early withdrawals; see <i>CD Early Withdrawal Penalties</i> in this Schedule for early withdrawal penalties</li> <li>• Withdrawals will reduce earnings</li> </ul>

## Certificate of Deposit (CD) Accounts (Continued)

Account	Minimum Amount to Open Account	Eligibility	Account Features/Services	Other Important Account Information
USAA Secured CD - Variable Rate	\$250 - \$5,000	<ul style="list-style-type: none"> <li>• Account owner must be the individual named on the USAA secured credit card</li> <li>• Available only to USAA secured credit card holders</li> </ul>	<ul style="list-style-type: none"> <li>• Variable interest rate</li> <li>• We may change the interest rate and annual percentage yield on your CD at any time, in our discretion</li> <li>• CD is a 2-year term</li> <li>• CD automatically renews for a new 2-year term on the maturity date</li> </ul>	<ul style="list-style-type: none"> <li>• Issued as security for your USAA secured credit card</li> <li>• Withdrawals are not generally allowed. If we, in our sole discretion, permit a withdrawal, the withdrawal will reduce earnings</li> <li>• Withdrawals may result in closing your USAA secured credit card account</li> <li>• If your USAA secured credit card is closed for any reason, we will close your USAA Secured CD account</li> <li>• If your USAA secured credit card is upgraded or converted, FSB will release its security interest in the secured CD and will set the secured CD to close at the end of the current secured CD term. You may elect to close the secured CD prior to the end of the current term by contacting us and requesting that the secured CD be closed early.</li> </ul>

## IRA CD / IRA MMS Accounts

Account	Minimum Amount to Open Account	Eligibility	Account Features/Services	Other Important Account Information
<p>IRA CDs</p> <p>(IRAs are only available for existing FSB IRA owners and eligible IRA beneficiaries.)</p>	<p><b>Standard IRA CD:</b> \$250</p> <p><b>Jumbo IRA CD:</b> \$95,000</p> <p><b>Super Jumbo IRA CD:</b> \$175,000</p> <p>These are also the minimum balance amounts.</p>	<p>Account owner must be an individual</p>	<ul style="list-style-type: none"> <li>• IRAs can be a Fixed, Adjustable, or Variable Rate CD</li> <li>• Fixed Rate CD terms available from 12 months to 84 months</li> <li>• Adjustable Rate CD available for terms of 36, 48, 60 or 84 months</li> <li>• Variable Rate CD terms available from 182 days to 60 months</li> <li>• Automatically renews</li> <li>• Interest accumulates automatically or can be paid to another eligible account electronically</li> </ul>	<ul style="list-style-type: none"> <li>• See information on 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 <i>CD Early Withdrawal Penalties</i> in this Schedule for early withdrawal penalties</li> </ul>
<p>IRA Money Market Savings</p> <p>(IRAs are only available for existing FSB IRA owners and eligible IRA beneficiaries.)</p>	<p>\$250</p> <p>This is also the minimum balance amount.</p>	<p>Account owner must be an individual</p>		<ul style="list-style-type: none"> <li>• Earns variable interest rate that may change at any time</li> <li>• Go to <a href="http://usaa.com">usaa.com</a> or contact us for current rates</li> <li>• See the <i>USAA Traditional / Roth IRA Disclosure Statements and Custodial Agreements</i> for additional information and restrictions</li> </ul>

## CD Early Withdrawal Penalties

<b>CD Term</b>	<b>Early Withdrawal Penalty</b>
30 days or fewer	30 days simple interest on the principal amount withdrawn
More than 30 days and up through 1 year	90 days simple interest on the principal amount withdrawn
More than 1 year but fewer than 5 years	180 days simple interest on the principal amount withdrawn
5 years or more	365 days simple interest on the principal amount withdrawn

For fixed and adjustable rate CDs, we apply the interest rate in effect at the time of the withdrawal to calculate the amount of the early withdrawal penalty. For variable rate CDs, we apply the daily average interest rate from the date the CD was opened or the date of the last renewal, as applicable, to calculate the amount of the early withdrawal penalty.

Secured CD:

Limited penalty for early withdrawals is equal to 7 days' interest for withdrawals within 6 days of any deposit or within 6 days of any partial withdrawal.

We deduct the early withdrawal penalty from the CD account's earned interest first, and then we deduct any remaining early withdrawal penalty from the principal amount of the CD account.

## Overdraft / Non-Sufficient Funds Fees

Fee Name / Description	Fee Amount	Other Important Information About This Fee
Non-Sufficient Funds Fee	<b>FSB does not charge this fee.</b>	<ul style="list-style-type: none"> <li>• FSB does not charge a non-sufficient funds fee for an item it declines or returns unpaid when FSB determines that your account's Available Balance isn't enough to pay the item.</li> </ul>
Overdraft Fee <i>(appears on your statement as OD Fee – Item Paid)</i>	<p><b>\$29.00</b></p> <p>(Maximum of 1 Overdraft Fee per day, per account)</p>	<ul style="list-style-type: none"> <li>• Applies to each item that FSB pays when FSB determines that your account's Available Balance isn't enough to pay the item. See the <i>Overdraft Policy</i> provision in the Depository Agreement and Disclosures for more information on when Overdraft Fees apply.</li> <li>• We charge a maximum of one Overdraft Fee per day, per account.</li> <li>• We do not charge an Overdraft Fee if your account is overdrawn by \$50 or less after all transactions have processed at the end of the Business Day, and we do not charge an Overdraft Fee for individual items of \$5 or less ("<i>USAA Overdraft Fee Cushion</i>").</li> <li>• See the <i>Overdraft Fee Refund Window</i> provision in the Depository Agreement and Disclosures for information on how to qualify for a refund of an Overdraft Fee charged to your account.</li> </ul>
Overdraft Protection Transfer Fee	<b>FSB does not charge this fee.</b>	<ul style="list-style-type: none"> <li>• Overdraft Protection advances from a USAA credit card are considered cash advances under the terms of the credit card agreement. Refer to your credit card agreement for interest, fees and charges associated with credit card cash advances.</li> <li>• See <i>Depository Agreement and Disclosures</i> for more information about Overdraft Protection.</li> </ul>

## USAA ATM and Debit Card Fees

Fee Name / Description	Fee Amount	Other Important Information About This Fee
ATM Service Fee	FSB does not charge this fee.	<ul style="list-style-type: none"> <li>ATM surcharge, usage or other fees by non-USAA ATM operators or networks may apply. See the ATM Rebate section for more information.</li> </ul>
Foreign Transactions Fee	<p><b>1% of the U.S. Dollar Amount of the Transaction.</b></p> <p>Applies to debit card purchases, non-ATM cash withdrawals and ATM cash withdrawals:</p> <ul style="list-style-type: none"> <li>In currency other than U.S. dollars; or</li> <li>In U.S. dollars with a merchant, financial institution, or ATM in a foreign country</li> </ul>	<ul style="list-style-type: none"> <li>For information on exchange rates, refer to the <i>Depository Agreement and Disclosures</i>.</li> <li>Transactions made online or by telephone in the U.S., with a merchant who processes the transaction in a foreign country or in currency other than U.S. dollars, may be subject to Foreign Transactions Fees.</li> </ul>

## ATM Rebate

When you use a non-USAA ATM outside of USAA's preferred network, you may also incur surcharge, usage or other fees by the ATM operator or network. FSB refunds up to \$10 per monthly statement cycle in non-USAA ATM surcharge or usage fees for transactions made at non-USAA ATMs. We will only refund a surcharge or usage fee if the ATM owners or networks properly identify the surcharge or usage fees in the information they send to us.



## Miscellaneous Fees

Fee Name / Description	Fee Amount	Other Important Information About This Fee
Stop Payment Fee <i>(appears on your statement as Stop Pay Fees)</i>	\$29 / Order	<ul style="list-style-type: none"> <li>FSB charges this fee for each stop payment order, including renewals. (Note: FSB does not charge this fee for stop payments on preauthorized electronic fund transfers.) Fees may be combined on your statement if you incur multiple Stop Payment Fees in a single day.</li> </ul>
Official/Teller's Check Fee <i>(appears on your statement as Official Check Fee)</i>	\$10 / Item	<ul style="list-style-type: none"> <li>Fee applies to each official/teller's check request.</li> <li>One no-fee check per member each calendar year.</li> </ul>
Legal Process Fee	Up to \$100 each occurrence	<ul style="list-style-type: none"> <li>Fee applies to the processing of any attachment, garnishment, tax levy, or other Legal Process against an account, whether or not funds are actually paid.</li> </ul>
Expedited Mail Fee	\$20 / Mailing	<ul style="list-style-type: none"> <li>Fee applies to send a debit card, ATM card, teller's check or other document via expedited or express mail.</li> </ul>
Wire Transfer Fee – Incoming domestic or international wires	\$0 / Transfer	<ul style="list-style-type: none"> <li>USAA does not charge a fee for incoming wires, however for international wires, other financial institutions or third parties involved in the wire transfer may charge fee(s) for the incoming wire.</li> </ul>
Wire Transfer Fee – Outgoing domestic or international wires <i>(appears on your statement as Wire Fee)</i>	\$20 / Transfer	<ul style="list-style-type: none"> <li>Total fee for sending international wire transfers is \$45 (\$20 Wire Transfer Fee + \$25 Int'l Wire Service Fee).</li> <li>For international wires, other financial institutions and third parties involved in the wire transfer may charge additional fee(s).</li> </ul>
Int'l Wire Service Fee – Outgoing international wires	\$25 / Transfer	<ul style="list-style-type: none"> <li>Total fee for sending international wire transfers is \$45 (\$20 Wire Transfer Fee + \$25 Int'l Wire Service Fee).</li> <li>For international wires, other financial institutions and third parties involved in the wire transfer may charge additional fee(s).</li> </ul>

## USAA ATM / Debit Card Transaction Limits

ATM / Debit Card Transactions	Dollar Limits (Per Card, Per 24 Hours)	Frequency Limits (Per Card, Per 24 Hours)
ATM Cash Withdrawal	\$600	20
Cash Deposits at ATMs that accept deposits to FSB accounts*	Limits apply. Contact us with questions about your limit.	N/A
Debit Card Cash Advance**	\$1,000	5
Debit Card Purchase	\$6,000	40
Debit Card Account Funding Transaction (AFT)***	\$5,000	N/A

\* Cash deposits are available at certain ATMs. See our ATM Locator for details.

\*\* Other financial institutions may charge you a fee for this transaction.

\*\*\* An Account Funding Transaction occurs when funds are “pulled” from your debit card account in order to “push” funds to a different account using a third-party payment service.

We reserve the right to modify these limits at our discretion. If we decrease the ATM/debit card transaction limits provided above, we will notify you in advance, to the extent required by law. These amounts are subject to further limitation by the ATM owner or merchant. In addition, for security reasons, there may be times when we further limit these amounts without notice to you.

You may request a higher or lower ATM or debit card transaction limit for a temporary or other period. If we agree to your request to establish a higher or lower ATM or debit card dollar or frequency limit for a temporary or other period, your transaction limits may return to these limits when the period expires. Your transaction limits may also return to these limits when an ATM or debit card is replaced or re-issued (for example, when the ATM or debit card number is changed), without notice. We reserve the right to refuse or reduce the amount of any request.

## Transfer Limits

Transfers From	Transfers To	Dollar Limits	Frequency Limits
FSB checking or savings account	FSB checking or savings account	\$999,999.99 (Per Transfer)	N/A
FSB checking or savings account	FSB CD account	\$999,999.99 (Per Transfer)	Subject to terms of CD account
FSB checking or savings account	External financial institution checking or savings account	Dollar limit applies. Contact us with questions about your limit.	N/A
External financial institution checking or savings account (through usaa.com or the USAA Mobile App)	Your FSB checking or savings account	Dollar limit applies. Contact us with questions about your limit. Also subject to the limits of the external financial institution.	Subject to the limits of the external financial institution

For security reasons, there may be times when we further limit these amounts. You may not transfer more than the Available Balance in your account.

## Domestic and International Wire Transfer Limits

We may impose limits on the dollar amount and number of outgoing domestic and international wire transfers that you send, and we reserve the right to modify those limits from time to time at our discretion. You may not send a wire transfer in an amount greater than the Available Balance in your account. If we decrease your transfer limit below \$10,000 per wire transfer, or if we decrease the frequency with which you may send an outgoing wire transfer below two wire transfers per rolling 30-day period, we will notify you in advance, to the extent required by law. Notwithstanding the foregoing, for security reasons, there may be times when we further limit the amount and frequency of your wire transfers or restrict your access to wire transfer services without notice. Additional limits may apply to new accounts and minor account owners.

## How to Contact Us

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Mailing Address	USAA Federal Savings Bank 10750 McDermott Freeway San Antonio, TX 78288
Toll-free Telephone Number	210-531-USAA (8722), 800-531-8722
International Telephone Number	Visit usaa.com
Relay Services	(TTY:711/TRS)  We accept calls through the federal Telecommunications Relay Service (TRS), which supports various videos over the internet, as well as TTY and TDD devices.
Online and Chat	Visit usaa.com
Mobile	Mobile: #8722

1 Account access restrictions may apply to mobile/web access in certain countries. USAA Pay Bills requires payees to have an address in the U.S., a U.S. territory, or APO/FPO.

2 Eligibility for USAA Deposit@Mobile® will be based on your account history with USAA Federal Savings Bank. Deposits may not be available for immediate withdrawal. USAA's Deposit@Mobile® product, including the corresponding portions of this website or application, may be covered by one or more of the following United States Patents.

### **Deposit@Mobile® and related Deposit@Home® Patent Information**

USAA's Deposit@Mobile® and related Deposit@Home® includes innovative features that are protected by multiple patents issued by the United States Patent and Trademark Office. A listing of issued Patents, intending to serve as notice under 35 U.S.C. § 287(a), may be found at <https://www.usaa.com/inet/wc/bank-deposit-at-mobile-deposit-at-home-patent-information>.

Bank products provided by USAA Federal Savings Bank, Member FDIC.



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

# TERMS AND CONDITIONS OF THE USAA PAY BILLS SERVICE

**Effective September 8, 2023**

These Terms and Conditions govern the USAA Pay Bills Service and supplement the Depository Agreement and Disclosures, the Account and Service Fee Schedule, and other account opening documents, which are a part of these Terms and Conditions and are incorporated herein by reference. Use of the Service constitutes your acceptance of these Terms and Conditions, as they may be amended from time to time.

These Terms and Conditions are applicable to Bill Payments you schedule to Payees other than USAA Federal Savings Bank, or FSB, or its affiliates. Payments you schedule to pay loans, credit cards, insurance products, or other products or services offered by FSB or its affiliates from your FSB checking account are subject to the terms and conditions contained in the Depository Agreement and Disclosures. Please note that payments to FSB or its affiliates from your FSB checking account will appear in the USAA Pay Bills section on the USAA Mobile App or usaa.com.

“You,” “your,” and “yours” refers to each owner and Authorized Signer on the Payment Account. “FSB,” “us,” “our,” or “we” refers to USAA Federal Savings Bank. For additional definitions of terms used in these Terms and Conditions, please see the following information and the *Glossary* section of the Depository Agreement and Disclosures.

- “Bill Payment” is the remittance of funds to a Payee using the Service.
- “Business Day” is Monday through Friday, excluding Federal Reserve holidays.
- “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.
- “Payee” is any party that you direct a Bill Payment to using the USAA Pay Bills service.
- “Payment Account” is the FSB checking account from which Bill Payments will be debited.
- “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, amount of the Bill Payment, Payment Account and Scheduled Payment Date).
- “Scheduled Payment” is a Bill Payment that has been scheduled through the Service but has not begun processing.
- “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.
- “Service” means the Bill Payment service, also known as USAA Pay Bills, offered by USAA Federal Savings Bank through the Service Provider.
- “Service Provider” means an unaffiliated third party that processes your Bill Payments.

## **Enrollment**

We or the Service Provider may reject your enrollment in the Service for any reason without notice.

## **Payment Scheduling**

The earliest possible Scheduled Payment Date for each Payee (typically five or fewer Business Days from the current date) will be displayed within the Service when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date sooner 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 Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

## **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 Payee’s 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 these Terms and Conditions.

### **Payment Authorization and Payment Instruction**

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 you provide through the Service. 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 (through the Service Provider) to debit your Payment Account and remit funds on your behalf to the Payee 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 commercially reasonable 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 or Overdraft Protection protecting account does not contain enough available funds to complete the transaction;
2. The Service’s 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 provided the Service with incorrect or incomplete Payment Instructions; and/or,
4. Circumstances beyond the 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 by which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment or a check drawn on your Payment Account that is issued by the Service Provider. When the Service Provider issues a check, the funds will be deducted from your Payment Account when the check is presented to us for payment.

### **Payment Cancellation Requests**

You may cancel or modify any Scheduled Payment (including recurring payments) by following the directions within the Service. There is no charge for canceling or modifying a Scheduled Payment. Once the Service has begun processing a Scheduled Payment, it cannot be canceled or modified, therefore a stop payment request must be submitted (see *Stop Payment Requests* provision).

### **Stop Payment Requests**

The Service’s ability to process a stop payment request for a payment made by check will depend on whether or not the check has been presented for payment. 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 USAA Customer Service at 210-531-USAA (8722), 800-531-8722, (TTY:711/TRS) or #8722 on a mobile device. Although the Service will make efforts to accommodate your request, the Service will have no liability for failing to do so, except as otherwise required by law. If applicable, the charge for each stop payment request will be the current charge for such service as set out in the Account and Service Fee Schedule. For payments that are set up through the Service to occur on regular, recurring intervals and are paid through the Service via electronic payment or by check, see the *Stop Payment of Preauthorized Payments provision of the Electronic Banking Services* section of the Depository Agreement and Disclosures for additional terms and conditions on stop payments.

### **Prohibited Payments**

Payments to Payees outside of the United States or its territories are prohibited through the Service. You may not use the Service to conduct any activity that would violate applicable law or the Depository Agreement and Disclosures.

## 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. The Service Guarantee, as it applies to any late payment related charges, is void when these types of payments are scheduled and/or processed by the Service. Unless otherwise required by law: in no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments; the Service has no obligation to research or resolve any claim resulting from an exception payment; and 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:

1. 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.
2. 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 60 days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement, or statements, 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.
3. Authorization to obtain bill data — Your activation of the electronic bill feature for a Payee shall be deemed by the Service to be your authorization for the Service to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide the Service with your username and password for that Payee. By providing the Service with such information, you authorize the Service to use the information to obtain your bill data.
4. Notification — The Service will use commercially reasonable efforts to present all of your electronic bills promptly. The Payee initiates and maintains your electronic bills. If you have any questions concerning your electronic bill, please contact your Payee. 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.
5. 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 60 days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee or Payees 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.
6. Non-Delivery of electronic bill or bills — You agree that FSB and the Service will not be liable for any damages if the Payee fails to deliver your statement or statements. You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
7. Accuracy and dispute of electronic bill — The Service is not responsible for the accuracy of your electronic bill or bills. The Service is only responsible for presenting the information we receive from the Payee. Any disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

These Terms and Conditions do not alter your liability or obligations that currently exist between you and your Payees.

**Limits**

The maximum dollar limit per transaction is \$49,999.99.



### **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 210-531-USAA (8722), 800-531-8722, (TTY:711/TRS) or #8722 on a mobile device.

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

Your rights and responsibilities regarding unauthorized electronic fund transfers are provided in the *Your Liability for Unauthorized Transfers* provision in the *Electronic Banking Services* section of the Depository Agreement and Disclosures.

### **Errors and Questions**

In case of errors or questions about your electronic fund transfer, see the *Error Resolution Procedure* provision in the *Electronic Banking Services* section of the Depository Agreement and Disclosures.

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

There is no cost to initiate a Bill Payment through the Service. However, you agree to pay, and authorize the Service to deduct, the amount of any fees and other amounts you owe after you initiate a Bill Payment (for example, a Stop Payment or Overdraft Fee, if applicable) even if it results in your Payment Account being overdrawn. We may exercise our right of setoff to recover any fees and other amounts owed to us. 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. Please see the Depository Agreement and Disclosures and Account and Service Fee Schedule for more information concerning setoff and applicable fees.

### **Declined or Returned Transactions**

In using the Service, you are requesting the Service (through the Service Provider) to make Bill Payments to the Payee on your behalf, and to debit the amount of the Bill Payment from your Payment Account. If the Service is unable to complete the transaction for any reason associated with your Payment Account, the transaction will not be completed. If the Service determines that you do not have enough available funds in your Payment Account or, if applicable, your Overdraft Protection protecting account, to pay for the item, or items, the item, or items may be declined or returned unpaid or may cause an overdraft, as applicable. Overdraft fees may apply. See the *Overdraft Policy* provision in the *Using Your Account* section of the Depository Agreement and Disclosures for more information.

In some instances, the Service Provider, in its sole discretion, may remit funds on your behalf to the Payee in connection with a Payment Instruction even if your Payment Account has insufficient funds to pay for the item, or items, and the Service Provider may do so before verifying that your Payment Account has sufficient available funds. If this occurs, the Service Provider may seek reimbursement of such remittance of funds, and the Service may debit your Payment Account to accomplish such reimbursement. You agree that:

1. You will reimburse the Service Provider for any funds owed in connection with its remittance of funds, on your behalf, to the Payee of a Bill Payment;
2. The Service may make additional attempts to debit funds from your account in order to accomplish such reimbursement;
3. An Overdraft Fee may apply if the debit of your Payment Account causes an overdraft. Please see the Depository Agreement and Disclosures and the Account and Service Fee Schedule for more information;

4. You will reimburse the Service Provider for any fees it incurs in attempting to collect the amount of the declined or returned item or items from you; and,
5. The Service Provider reserves the right to report the facts concerning the declined or returned item or items to any credit reporting agency.

### **Changes to the Terms & Conditions**

These Terms and Conditions, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service generally provides notice in advance to you of any adverse changes. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change or changes. 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 these Terms and Conditions 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 Service or by contacting USAA Customer Service at 210-531-USAA (8722), 800-531-8722, (TTY:711/TRS) or #8722 on a mobile device. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the Service's Help files. All changes made are effective 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 or Suspension**

We or the Service Provider may terminate or suspend your enrollment in the Service at any time, without notice. For example, if you owe the Service Provider any outstanding payment amounts or associated fees, the Service Provider reserves the right to terminate or suspend your Service. To use the Service, you must maintain an eligible funding account with USAA. If you choose to close your eligible funding account and no other funding account is available, you will lose access to the Service until another funding account is enrolled. If your account enrollment is terminated or suspended, you must contact USAA to engage with the Service Provider to resolve any outstanding debts and request reactivation of the Service.

In the event you wish to terminate the Service, you can do so by contacting USAA Customer Service via one of the following:

1. Call us at 800-531-USAA (8722), 210-531-8722, (TTY:711/TRS) or #8722 on a mobile device during business hours. See the Contact Us section of [usaa.com](http://usaa.com) for a listing of business hours.
2. Contact us through "Messages" on the USAA Mobile App or [usaa.com](http://usaa.com); or,
3. Write us at: USAA Federal Savings Bank 10750 McDermott Freeway, San Antonio, TX 78288-0544

Any payment, or payments, the Service has already processed before the requested termination date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is terminated. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under these Terms and Conditions.

### **Payee Limitation**

The Service Provider 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 these Terms and Conditions.

### **Returned Payments**

In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service Provider 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 Provider will use commercially reasonable 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 Provider cannot verify your identity or other necessary information. You agree that the Service Provider reserves the right to obtain information regarding your account from a Payee (for example, to resolve payment posting problems or for verification).

**Dispute Resolution**

**You agree to resolve disputes in connection with the Service according to the *Arbitration and Waiver of Class Action* section in the Depository Agreement and Disclosures. That section contains important information about how a dispute will be resolved between us if one occurs. That section may limit your rights to go to court, have a jury trial or initiate or participate in a class action. Please read that section carefully.**

**Assignment**

You may not assign these Terms and Conditions to any other party. The Service may assign these Terms and Conditions to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under these Terms and Conditions 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 these Terms and Conditions.

**Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. To the extent that the terms of these Terms and Conditions 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 these Terms and Conditions shall remain in full force and effect.

**LIMITATION OF LIABILITY**

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.