WOODFOREST® NATIONAL BANK

WOODFOREST CHECKING

ACCOUNT OVERVIEW

Please note this document is an overview of account fees and terms. For full account details and other related fees, see our other account disclosures and the Schedule of Fees.

Account Opening and Usage

Minimum Deposit to Open Account	**$25.00**	
Monthly Minimum Balance Fee	**$7.95**	if balance falls below $300 any day of the statement period, or without a minimum monthly direct deposit of $300
Requirements to Waive Minimum Balance Fee	with a minimum monthly direct deposit of $300, **OR** a $300 minimum daily balance is maintained each day in the statement period	
Annual Percentage Yield (APY) statement Interest Rate	**None** **None**	
ATM Withdrawal Fees	**$0.00** **$2.50**	per transaction, at a Woodforest ATM per transaction, at a non-Woodforest ATM
International ATM Withdrawal Fee	**$5.00**	per settled transaction, at a non-Woodforest ATM outside the U.S. and U.S. territories (refer to Schedule of Fees)
Debit Card Cash Advance Fee	**$3.00**	per transaction OR two percent (2%) of the total transaction amount, whichever is greater
Paper Statement Fee	**$3.00**	Monthly (sign up for eStatements to avoid fee)
Stop Payment Fee	**$35.00**	per item to stop payment for up to 6 months
Account Closing Fee	**$25.00**	if account closed within 180 days of opening
Debit Card Setup Fee	**$15.00**	one-time fee, per card
Debit Card Replacement	**$10.00**	for replacing an existing card with a new card with the same card number
Document Imaging	**Not eligible**	no document images will be included with statements
Other Service Fees	See the back of this document for additional service fees.	

Overdraft Options

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We pay overdrafts at our sole discretion, which means we do **NOT GUARANTEE** that we will always authorize and pay any type of transaction, even if previous transactions were paid. If you deposit enough funds to cover all the insufficient items (and related overdraft fees) by 11:00 a.m. CT the bank will pay the items, whenever possible.

Overdraft Transfer Fee (Sweep Fee)	**$5.00**	per day for overdrafts covered by transfer from a linked checking or savings account
Revolving Line of Credit (ReLi)- Unsecured	**16.99%**	an interest rate of 16.99% APR is incurred on the outstanding balance, requires credit approval
Revolving Line of Credit (ReLi)- Secured	**7.99%**	an interest rate of 7.99% APR is incurred on the outstanding balance, requires credit approval
Standard Overdraft Practices (Default)	**Checks, Automated Payments (ACH items), and Recurring Debit Card Transactions-** When you do not have enough available funds in an account to cover the transaction, at our sole discretion, we may honor that item. You will be charged an Overdraft (OD) Item Fee of $32.00 each time we pay an item into the overdraft. **ATM and everyday debit card transactions-** that would cause an overdraft, will be declined, at no cost to you if you do not opt-in for these transaction types. **Opt-In -** If you want us to authorize and pay ATM and everyday debit card transactions you must ask us to by opting in for these transaction types. If we authorize and pay these items, you will be charged an Overdraft (OD) Item fee of $32.00 each time we pay an item into the overdraft.	
Overdraft (OD) Item Fee	**$32.00**	each time an item is paid into the overdraft
Minimum Amount Required to Trigger an Overdraft (OD) Item Fee	**$1.00**	if an item overdraws your account by $1.00 or less, no overdraft fee well be incurred
Maximum Fees Per Day	**3**	limit of 3 OD fees per day
Extended Overdraft Penalty Fee	**None**	

Please refer to our Consumer Overdraft Services disclosures for complete details and related fees.

Processing Policies

Posting Order: *The order in which withdrawals and deposits are processed.*
We may determine at our discretion, the order that we process and post credit and debit items. All credits are posted to your account first, and then debits are paid in the following order by category:

- Rejected items from the previous day,
- ATM withdrawals and Debit Card transactions (POS),
- Teller cashed items,
- Automated Clearing House (ACH) items, and
- All other checks

Items inside each category are paid smallest to largest, with the exception of checks, which are paid in sequential check number order. Items may not be processed in the order in which they occurred. The order in which transactions are paid can affect the total amount of overdraft fees incurred. Items are paid based on your account balance.

Funds Availability: *When funds deposited to your account are available.*
Funds deposited to your account are generally available the next banking day if your relationship with us is less than 180 days old. However, if your relationship with us is over 180 days old, then funds are generally available the same day. Some deposited items will be available immediately regardless of how long your relationship has been with us. Those are as follows:

- Cash deposits at the teller line or ATM; and
- Direct deposit; and
- POS Account Credit Transaction; and
- Wire transfers.

If we delay availability from the above referenced timeframes, we will notify you at the time you make your deposit. In some situations, for example when you make a deposit at an ATM, we may notify you after your deposit is made that your funds will not be available for up to 7 business days. A "business day" is a non-holiday weekday.

Please refer to our Funds Availability Policy disclosure for complete details.

Dispute Resolution

If you have a dispute regarding your account or the service you have received, you should notify your local branch or contact us toll-free at **877-968-7962**. You may request escalation of your issue to a Manager, Regional Manager or Bank Officer within Woodforest National Bank. We will do our best to resolve the issue directly with you.

If we are unable to resolve the dispute to your satisfaction, Woodforest accounts have a binding arbitration provision that provides alternative dispute resolution with an unrelated third party, who will evaluate each of the issues presented and deliver an unbiased decision.

Please refer to our Arbitration Agreement for complete details regarding arbitration.

Other Service Fees

Activity Printout	**$5.00**	
Inactive Account	**$15.00**	per month, no activity for 6 months and the balance is under $100
Legal Processing[1]	**$150.00**	
Phone Inquiry	**$2.00**	
Research	**$25.00** **$1.00** **$0.25**	per hour, 1 hour minimum per page, for every photocopy produced per page, for every photocopy produced (Ohio residents only)
Return Mail Fee	**$10.00**	per month
Transfer of Funds	**$5.00**	per transfer requested by phone
Debit Card International Transaction	**$3.00**	per settled transaction, if the country code of the merchant or merchant's processor does not match one of the following country codes: PR (Puerto Rico), VI (Virgin Islands), GU (Guam), US (United States)
ATM Balance Inquiry	**$0.00** **$1.50**	per transaction, at a Woodforest ATM per transaction, at a non-Woodforest ATM
Money Orders	**$1.50**	

Please refer to our Schedule of Fees for complete details of all Service Fees.

[1] Legal processing includes but is not limited to, garnishments, attachments, orders, levies and liens. The fee is calculated per each occurrence, to the extent allowed by applicable law.

What You Need to Know about Overdrafts and Overdraft Fees

An overdraft occurs when your account balance* is not enough to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.

2. We also offer overdraft protection plans, such as a link to a secondary checking or savings account (Account Sweep) or to a revolving line of credit (ReLi), which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

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

  We do authorize and pay overdrafts for the following types of transactions:
  - Checks and other transactions made using your checking account number
  - Automatic bill payments

  We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):
  - ATM transactions
  - Everyday debit card transactions

  We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

  If we do not authorize and pay an overdraft, your transaction will be declined.

- **What fees will I be charged if Woodforest pays my overdraft?**

  Under our standard overdraft practices:
  - We will charge you a fee of **$32** each time we pay an item into the overdraft.
  - If an item overdraws your account $1.00 or less, we will not charge you a fee.
  - There is a limit of 3 fees per day that we can charge you for overdrawing your account.

- **What if I want Woodforest to authorize and pay overdrafts on my ATM and everyday debit card transactions?**
  If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call us at 877-968-7962, or complete the form below and present it at a branch or mail it to P.O. Box 7889, The Woodlands, TX 77387-7889.

___ **YES**. I want Woodforest to authorize and pay overdrafts on my ATM and everyday debit card transactions.

___ **NO**. I do not want Woodforest to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Printed Name: _____ Date: _____ Account Number(s): _____

If you decide you no longer want to have your ATM and everyday debit card transactions authorized and paid, you may revoke your authorization at any time by contacting us at 877-968-7962 or by speaking to a Retail Banker.

For complete details on our overdraft options see our Consumer Overdraft Services disclosure and our Terms and Conditions.

*Your account balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The account balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). When items are presented for payment, we use the account balance, minus any "holds" placed on deposits that have not yet cleared, to determine if there are sufficient funds to pay the item and whether to charge an Overdraft Item fee.

What You Need to Know about Overdrafts and Overdraft Fees

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1. We have standard overdraft practices that come with your account.

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  We do authorize and pay overdrafts for the following types of transactions:
  - Checks and other transactions made using your checking account number
  - Automatic bill payments

  We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):
  - ATM transactions
  - Everyday debit card transactions

  We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

  If we do not authorize and pay an overdraft, your transaction will be declined.

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  Under our standard overdraft practices:
  - We will charge you a fee of **$32** each time we pay an item into the overdraft.
  - If an item overdraws your account $1.00 or less, we will not charge you a fee.
  - There is a limit of 3 fees per day that we can charge you for overdrawing your account.

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___ **YES**. I want Woodforest to authorize and pay overdrafts on my ATM and everyday debit card transactions.

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Printed Name: _____ Date: _____ Account Number(s): _____

If you decide you no longer want to have your ATM and everyday debit card transactions authorized and paid, you may revoke your authorization at any time by contacting us at 877-968-7962 or by speaking to a Retail Banker.

For complete details on our overdraft options see our Consumer Overdraft Services disclosure and our Terms and Conditions.

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Consumer Overdraft Services

Overdrafts

An overdraft occurs when you do not have enough money available in your account to cover a transaction, but we pay it anyway. We have Standard Overdraft Practices that come with your account. We also offer overdraft protection plans, such as a link to a secondary checking or savings account (Account Sweep) or a link to a revolving line of credit (ReLi), which may be less expensive than our Standard Overdraft Practices.

Standard Overdraft Practices:

Checks, Automated Payments (ACH items), and Recurring Debit Card Transactions
When you do not have enough available funds in an account to cover a transaction item, at our sole discretion, we may honor that item. This will cause an overdraft on the account and the account will be charged associated fees.

Items include:

- Checks and other transactions made using your checking account number;
- Automated payments (ACH items), such as recurring bill payments; and
- Recurring debit card purchases, such as television service subscriptions.

NOT covered: ATM and everyday debit card transactions, such as groceries or gasoline.

ATM and Everyday Debit Card Transactions
We do not authorize and pay overdrafts for ATM and everyday debit card transactions unless you ask us to by opting in for these transactions. If you Opt In and we authorize and pay an item, it will cause an overdraft on the account and the account will be charged associated fees.

Items covered:

- ATM transactions; and
- Everyday debit card transactions, such as groceries or gasoline.

If we do not authorize and pay an overdraft, your transaction will be declined.

We pay overdrafts at our sole discretion, which means we do **NOT GUARANTEE** we will always authorize and pay any type of transaction. We are under no obligation to pay items when an account has insufficient funds, regardless if previous transactions were paid.

When using our discretion to pay an insufficient item, we consider whether your account is in good standing. We may determine that your account is not in good standing by evaluating all aspects of your account activity; such as, whether you are making regular deposits, you have too many overdrafts, or your account has been overdrawn for thirty-five (35) days or more. If your account is no longer in good standing, whenever possible, transactions will only be authorized and paid if you have available funds in your account at the time of the transaction. Your account may be evaluated at a later time to determine whether your account returns to a good standing. However, if you have incurred what we deem to be an excessive amount of overdraft related fees, then your account(s) will no longer be considered for our Standard Overdraft Practices. As such, whenever possible, transactions will only be authorized and paid if you have available funds in your account(s) at the time of the transaction.

If you do not want us to consider any type of transaction for payment with Standard Overdraft Practices, you may Opt Out by speaking with a Retail Banker or calling us at 1-877-968-7962.

Fees

- One (1) **$32 (OD) overdraft item fee** is charged for each item that is paid.
- There is a limit of three (3) OD item fees per day.
- If an item overdraws your account $1.00 or less, we will not charge you a fee.
- No OD item fee is charged for ATM or everyday debit card transactions, unless you Opt In for those transaction types.

Posting Order

We may determine, at our discretion, the order that we process and post credit and debit items. Typically, credits are posted to your account first, and then debits are paid in the following order by category:

- Rejected items from previous day;
- ATM withdrawals and Debit card transactions (POS);
- Teller cashed items;
- Automated Clearing House (ACH) items; and
- All other checks.

Items inside each category are paid smallest to largest, except for checks, which are paid in sequential check number order. Items may not be processed in the order in which they occurred. The order in which transactions are paid can affect the total amount of overdraft fees incurred. Items are paid based on your account balance.

Example of posting order: These items are presented for payment on the same day: an ACH item for $100; an ACH item for $30; an ATM withdrawal for $300; a POS transaction for $10; a $50 teller withdrawal; a $25 check #1021; and a $300 check #1019. Assuming your account balance is sufficient to pay all 7 items, the items would post in this order: (1) POS Item for $10; (2) ATM withdrawal for $300; (3) $50 teller withdrawal; (4) ACH Item for $30; (5) ACH Item for $100; (6) $300 check #1019; and (7) $25 check #1021. The ATM and POS items are in the same category and will post in smallest to largest order. The two ACH items are in one category and they will post in smallest to largest order. The two checks will post in check number order.

Additional information

As a courtesy, any day that you have insufficient items presented for payment and you deposit enough funds to cover all the insufficient items (and related overdraft fees) by 11:00 a.m. CT, the bank will pay the items, whenever possible. Please refer to our current Expedited Funds Availability Act disclosure or speak with a Retail Banker for a list of funds that have immediate availability. All overdrafts should be repaid promptly.

A transaction may still overdraw your account, and incur fees, even if the funds appeared to be available at the time you completed the transaction. Other outstanding transactions, such as ACH, checks, or debit card transactions for which no temporary hold was placed or the temporary hold has been removed, may not be reflected in your available balance on record at the bank and could be presented for payment to the bank before the subject transaction. No OD item fee is charged for ATM or everyday debit card transactions, unless you Opt In for those transaction types. We recommend you track all your outstanding transactions and determine your available balance based on your records.

If an overdraft fee is assessed on an ATM or everyday debit card transaction that the bank identifies was authorized by the bank when an available balance existed in the related primary account sufficient to cover the amount of such transaction at the time of the authorization and such transaction later posts to the account when your ledger balance is insufficient to cover the amount of the transaction, the bank will automatically refund the associated overdraft fee(s) for such transaction promptly, typically within one hour, following the assessment of the overdraft fee(s). During the time between when the overdraft fee(s) are assessed and the overdraft fee(s) are refunded to your account, you will not have access to the amount of funds equal to the overdraft fee(s), which could result in the decline of any debit card transaction(s).

Avoiding Fees

Knowing your balance may help you avoid fees. Before you make a purchase, check your balance using one of these options.

- Call the Automated telephone system 1-866-226-5724;
- Log in to Online Banking;
- Use our Mobile App;
- Set up Online Banking Alerts; or
- Use a Woodforest ATM.

Overdraft Protection Plans

Account Sweep: This product helps you to protect your account against overdraft item fees, by transferring funds from another account when needed. By creating a link between your primary checking account to a secondary checking or savings account with our institution, any presented items that would cause an overdraft in the primary account will be paid by available funds that are automatically "swept" or transferred from the secondary account. Regardless of the number of insufficient items, only one transfer fee will be assessed per day. (See our Schedule of Fees.) If there are not enough funds available to sweep at the time an item is presented for payment, an overdraft item fee may be assessed. Certain accounts have limits to the number of debit transactions you can make within a statement period. *Please refer to the Account Overview to determine whether transactional limits and fees apply.*

ReLi Unsecured Revolving Line of Credit (ReLi LOC): Upon credit approval, you could qualify for a ReLi LOC that could be linked to your checking account and protect you against overdraft item fees. Any presented items that would cause an overdraft in the account will be paid by funds that are transferred from the ReLi LOC (up to the available limit). If there are not enough funds available on the ReLi LOC at the time an item is presented for payment, an overdraft item fee may be assessed. This ReLi LOC is a loan that you pay back with interest. Woodforest reserves the right to limit this service to one account per customer.

ReLi Secured Revolving Line of Credit (ReLi Secured LOC): Upon credit approval and deposit of good funds as collateral, you could qualify for a ReLi Secured LOC that would be linked to your checking account and could protect you against overdraft item fees. Any presented items that would cause an overdraft in the account will be paid by funds that are transferred from the ReLi LOC (up to the available limit). If there are not enough funds available on the ReLi LOC at the time an item is presented for payment, an overdraft item fee may be assessed. This ReLi LOC is a loan that you pay back with interest. Woodforest reserves the right to limit this service to one account per customer.

Comparing the Cost

Ways to cover overdrafts at Woodforest	**Examples of Associated Fees***	**Comparative Cost*****
Good account management	$0	
Account Sweep	$5.00 transfer fee	$5.00
ReLi Unsecured Revolving Line of Credit	16.99% APR**	$0.47
ReLi Secured Revolving Line of Credit	7.99% APR**	$0.22
Standard Overdraft Practices and Debit Card Overdraft	Overdraft Item Fee of $32.00 per item	$32.00

**These costs are provided only as examples. Please ask us about specific products and fees.*
*** Line of Credit available only to qualifying customers.*
****Comparative costs based on one (1) insufficient item, resulting in an overdraft of $100.00, and the Credit Line or overdraft not being repaid for 10 calendar days.*

FREQUENTLY ASKED QUESTIONS

What are Standard Overdraft Practices?

When you do not have enough available funds in an account to cover a transaction item, at our sole discretion, we may honor that item. This will cause an overdraft on the account, and the account will be charged associated fees.

Items include:

- Checks and other transactions made using your checking account number;
- Automated payments (ACH items), such as recurring bill payments; and
- Recurring debit card purchases, such as television service subscriptions.

NOT covered: ATM and everyday debit card transactions, such as groceries or gasoline

What is an Overdraft?

An overdraft occurs when you do not have enough money available in your account to cover a transaction, but we pay it anyway.

What are insufficient funds (NSF)?

This occurs when you do not have enough money available in your account to cover a transaction, and we return the item to the person or business the item was payable to.

Do I get charged for NSF and Overdraft (OD) items?

A $32 Fee will be charged for each OD item that processes against your account, up to a maximum of 3 OD fees per day. There is no charge for NSF item(s) that are returned unpaid. The Bank will only charge you up to 3 OD fees per day, and if an item overdraws your account less than $1, no OD fee is charged. No OD fee is charged for ATM or everyday debit card transactions, unless you Opt In for those transaction types.

Do I have an Overdraft Limit?

We may honor items that overdraw your account, but this is at our sole discretion. You may visit your local branch or call us at 1-877-968-7962 for more information about our Standard Overdraft Practices.

If you pay an item and overdraw my account, how quickly must I bring my account back to a positive balance?

You should make every attempt to bring your account to a positive end-of-day balance as soon as possible. Leaving your account overdrawn for an extended period may affect the Bank honoring any future items that overdraw your account. Payment of items is at the Bank's sole discretion.

What if I do not want Standard Overdraft Practices on my account?

You can contact your local branch or call us at 1-877-968-7962 to opt out of Standard Overdraft Practices.

Are there ways I can avoid OD fees?

Knowing your balance may help you avoid fees. Before you make a purchase, check your balance using one of these options.

- Call the automated telephone system at 1-866-226-5724;
- Log in to Online Banking;
- Use our Mobile App;
- Set up Online Banking Alerts; or
- Use a Woodforest ATM.

Are there other steps, besides Standard Overdraft Practices, I can take to avoid fees and keep items from being returned?

The best way to avoid OD fees or having items returned is to keep track of your account balance by entering all items in a check register, reconcile your account regularly and manage your finances responsibly. However, if a mistake occurs, Woodforest offers the following alternatives to Standard Overdraft Practices to cover OD items:

Ways to cover overdrafts at Woodforest	Examples of Associated Fees*
Good Account Management	$0
Account Sweep	$5.00 transfer fee
Line of Credit (ReLi) Unsecured	16.99% APR**
Line of Credit (ReLi) Secured	7.99% APR**

**These costs are provided only as examples. Please ask us about our specific products and fees.*

***Line of credit available only to qualifying customers.*

WOODFOREST® NATIONAL BANK

SCHEDULE OF FEES

Unless otherwise disclosed in the Account Overview provided at account opening, the following apply to all of your accounts with us except Certificates of Deposit and Time Deposit Accounts:

Account Usage Fees

Account Closed within 180 Days of Opening		$25.00
Balance Confirmation Services		$20.00
Inactive Account No activity for 6 months and balance under $100.	Per month	$15.00
Activity Printout		$5.00
Paper Statement Fee[1] Monthly or quarterly based on product.		$3.00
Transfer of Funds	Per transfer	$5.00
Collection Items		$15.00
Phone Inquiry		$2.00
POS Account Credit Transaction		$1.50

ATM and Debit Card Fees

Non-Woodforest ATM Fees	Balance Inquiry	$1.50
	Withdrawal	$2.50
	International Withdrawal[2]	$5.00
Debit Card Cash Advance Fee Per transaction		$3.00 OR two percent (2%) of the total transaction amount, whichever is greater.
Debit Card International Transaction Per settled transaction, if the country code of the merchant or merchant's processor does not match one of the following country codes: PR (Puerto Rico), VI (Virgin Islands), GU (Guam), US (United States).		$3.00
Debit Card Replacement For replacing an existing card with a new card with the same number.		$10.00
Debit Card Setup Fee		$15.00

Overdraft–Related Fees

Overdraft Item (OD) Imposed for overdrafts created by check, in person withdrawals, ATM withdrawals, or any other electronic means.		$32.00
Sweep	Per transfer	$5.00

Checks

Cashier's Checks		$10.00
Official Check Claim		$35.00

Other Fees

Money Orders		$1.50
Stop Payment		$35.00
Photocopies	Per page	$1.00
Safe Deposit Boxes[3]	Drill Box	$150.00
	Lost Key	$25.00
	Key Deposit	$25.00
	10 x 10 Box	$125.00
	5 x 10 Box	$95.00
	3 x 10 Box	$60.00
	3 x 5 Box	$35.00
	4 x 5 Box	$40.00
	5 x 5 Box	$45.00
Wire Transfer	Foreign Outgoing USD	$85.00
	Foreign Outgoing FX	$55.00
	Domestic & Foreign Incoming	$20.00
	Domestic Outgoing	$35.00
Legal Processing Legal processing includes, but is not limited to, garnishments, attachments, orders, levies, and liens. The fee is calculated per each occurrence, to the extent allowed by applicable law.		$150.00
Research	Per hour, 1 hour minimum	$25.00
	Per page, for every photocopy produced[4]	$1.00
Zipper Bag		$5.00
Lock Bag		$25.00
Coin	Per roll	$0.06
Coin Wrappers	Per box	$5.00
Currency Straps	Per strap	$0.30
	Per bundle	$5.00
Fax	Per page	$2.00
Return Mail Fee	Per month	$10.00

[1]WBank Account product: The Paper Statement Fee is $2.00. [2]Per settled transaction, if the country code of the ATM owner/operator or their processor does not match one of the following country codes: PR (Puerto Rico), VI (Virgin Islands), GU (Guam), US (United States). [3]Not available in all branches. [4]For Ohio residents only: The fee is $0.25 per page, for every photocopy produced.

Member FDIC Equal Housing Lender
An Equal Opportunity Employer

Rev 11/01/2025

Terms and Conditions

Effective August 1, 2026

MEMBER FDIC EQUAL HOUSING LENDER AN EQUAL OPPORTUNITY EMPLOYER

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TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, Federal law requires us to obtain, verify, and record information that identifies each person who opens an account, as well as the Ultimate Beneficial Owners (UBO) of all entities opening an account. We will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see your driver's license and other identifying documents. In addition, Federal law requires that we monitor transaction activity in an attempt to identify unusual or atypical activity, and to maintain current customer information on file throughout the term of the customer's relationship with the Bank. In order to ensure that this information is current, you may be contacted by the Bank at times with a request for updated information or an explanation of activity occurring within your account.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to and governed by applicable federal laws, the laws of the state in which the branch office where you opened your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). Woodforest National Bank accounts opened online are governed by the National Bank Act and Texas law. The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

(1) summarize some laws that apply to common transactions;
(2) establish rules to cover transactions or events which the law does not regulate;
(3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
(4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

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

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular. Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in Texas"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

"Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent/convenience signer.

LIABILITY, in states other than Louisiana - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

LIABILITY, in Louisiana - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (in solido) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

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

WITHDRAWALS -

Important terms for accounts where more than one person can withdraw - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified. Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

UNDERSTANDING AND AVOIDING OVERDRAFT FEES -

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In the event of an overdraft, we can charge you a fee. Transactions may not be processed in the order in which they occurred, and the payment order can affect the amount of the fees you may have to pay. See the Posting Order Section for more information on how the order in which transactions are presented for payment (post) may impact your account balance and the assessment of Overdraft Item fees.

Determining your account balance - We use the "account balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction and whether to charge an Overdraft Item fee. Importantly, your "account balance" may not be the same as your account's "available" balance.

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Your account balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The account balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). When items are presented for payment, we use the account balance, minus any "holds" placed on deposits that have not yet cleared, to determine if there are sufficient funds to pay the item and whether to charge an Overdraft Item fee. The balance on your periodic statement is the account balance for your account as of the statement date. As the name implies, your available balance is calculated based on the money “available” in your account to make payments. In other words, the available balance takes ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the account balance. In addition, when calculating your available balance, any “holds” placed on deposits that have not yet cleared are also subtracted from the account balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled “Debit Card Transactions and Your Available Balance”.

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time (sometimes referred to as “everyday”) debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

For More Information: Consumers, please refer to the Consumer Overdraft Services disclosure and What You Need to Know about Overdrafts and Overdraft Fees. Businesses, please refer to the Business Overdraft Services disclosure.

Payment types - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. A debit card transaction might be authorized by use of a PIN, a signature, or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Posting Order" subsection below.

Balance information - Keeping track of your balance is important. You can review your balance in a number of ways including calling our automated telephone system at 1-866-226-5724; logging into online banking or mobile banking; by setting up online banking alerts; or using a Woodforest ATM, all at no cost to you.

Funds availability - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our Funds Availability Policy disclosure for information on when different types of deposits will be made available for withdrawal. For an account to which our Funds Availability Policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient funds.

Debit Card Transactions and Your Available Balance

For debit card transactions, please be aware that we may place a temporary hold (as a result of a preauthorization) against some or all of the funds in the account linked to your debit card if and when an authorization request is obtained. This temporary hold is reflected as a pending transaction and is subtracted from your available balance. The amount of the hold may or may not be the final amount of the transaction and if there was no authorization obtained by the merchant (such as, but not limited to, a recurring bill payment) no hold will be placed. The hold will remain on your account until the transaction posts, or for up to 4 days (or for up to 30 days for certain large transactions and for up to 90 days for certain large rental car transactions). If the transaction is not submitted for payment in the timeframe above and we release the hold your available balance will be increased by the amount of the held transaction, even though the transaction has not posted. Transactions are posted when they are submitted for payment by the merchant and may not post in the same order as you complete them.

A transaction may still overdraw your account, and incur fees, even if the funds appeared to be available at the time you completed the transaction. Other outstanding transactions, such as ACH, checks, or debit card transactions for which no temporary hold was placed or the temporary hold has been removed, will not be reflected in your available balance on record at the bank and could be presented for payment to the bank before the subject transaction. We recommend you track all of your outstanding transactions and determine your available balance based on your records.

Example: You complete a debit card transaction at a store for $50 and your available balance prior to the transaction is $100; that same night a check you previously wrote for $60 is posted to your account reducing your account balance to $40 before the card transaction is received for posting. When the card transaction is submitted for payment it overdraws your account ($10) and may cause an overdraft fee to be assessed.

For consumer accounts: If an overdraft fee is assessed on an ATM or everyday debit card transaction that the bank identifies was authorized by the bank when an available balance existed in the related primary account sufficient to cover the amount of such transaction at the time of the authorization and such transaction later posts to the account in an equal or lesser amount when your account balance is insufficient to cover the amount of the transaction, the bank will automatically refund the associated overdraft fee(s) for such transaction promptly, typically within two hours, following the assessment of the overdraft fee(s). During the time between the assessment of the overdraft fee(s) and any refund of the overdraft fee(s), you will not have access to the amount of funds equal to the overdraft fee(s), which could result in the decline of any debit card transaction(s).

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Posting Order - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Items may not be processed in the order in which they occurred. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

We may determine, at our discretion, the order that we process and post credit and debit items. Credits are posted to your account first, and then debits are paid in the following order by category:

- Rejected items from previous day;
- ATM withdrawals and Debit card transactions (POS);
- Teller cashed items;
- Automated Clearing House (ACH) items; and
- All other checks

Items inside each category are paid smallest to largest, except for checks, which are paid in sequential check number order. Items may not be processed in the order in which they occurred. The order in which transactions are paid can affect the total amount of overdraft fees incurred. Items are paid based on your account balance.

Example of posting order: These items are presented for payment on the same day: an ACH item for $100; an ACH item for $30; an ATM withdrawal for $300; a POS transaction for $10; a $50 teller withdrawal; a $25 check #1021; and a $300 check #1019. Assuming your account balance is sufficient to pay all 7 items, the items would post in this order: (1) POS Item for $10; (2) ATM withdrawal for $300; (3) $50 teller withdrawal; (4) ACH Item for $30; (5) ACH Item for $100; (6) $300 check #1019; and (7) $25 check #1021. The ATM and POS items are in the same category and will post in smallest to largest order. The two ACH items are in one category and they will post in smallest to largest order. The two checks will post in check number order.

If a check, item or transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF). We will not charge you a fee for paying an overdraft of an ATM or everyday debit card transaction if this is a consumer account and you have not opted-in to that service. The amount of the overdraft fee is disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and everyday debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION, in states other than Texas - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. **In Maryland, unless contrary direction is given in this account agreement, upon the death of a party, the funds in a multiple-party account shall belong to the surviving party or parties.**

In Alabama, Florida, and South Carolina:

Single-Party Account - Such an account is owned by one party. At the death of a party, ownership passes as part of the party's estate.

Single-Party Account With Pay-on-Death Designation - Such an account is owned by one party. At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

Multiple-Party Account, in Alabama - Parties own account during the lifetime of all parties in proportion to their net contributions, unless there is clear and convincing evidence of a different intent.

Multiple-Party Account, in South Carolina - Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

Multiple-Party Account, in Florida - Such an account is payable on request to one or more of two or more parties, whether or not a right of survivorship is mentioned.

Multiple-Party Account - Tenancy by the Entireties, in Florida - The account is owned by two parties who are married to each other and hold the account as tenants by the entirety.

RIGHTS AT DEATH -

Multiple-Party Account With Right of Survivorship, in Alabama and South Carolina - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

Multiple-Party Account With Right of Survivorship, in Florida - At death of party, ownership passes to the surviving party or parties.

Multiple-Party Account Without Right of Survivorship - At death of party, deceased party's ownership passes as part of deceased party's estate.

Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

In Georgia, Illinois, Indiana, Kentucky, Maryland, Mississippi, Ohio, and Pennsylvania:

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account, in Georgia, Maryland, and Ohio - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this

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account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Revocable Trust or Pay-On-Death Account, in Illinois - If two or more of you create this type of account, you own the account jointly with survivorship. The person(s) creating either a Pay-On-Death or Revocable Trust account reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

The person(s) creating a Pay-On-Death account may elect a per stirpes distribution option for the descendants of a natural person beneficiary. If the Pay- On-Death (POD) Per Stirpes option has been selected, POD distributions to descendants of a natural person beneficiary will be on a per stirpes basis. If this option is selected and a natural person beneficiary dies before the last surviving owner of the account and no descendant of the deceased natural person beneficiary has survived the deceased beneficiary, then those proceeds will belong to the estate of the last surviving owner of the account. Neither beneficiaries nor their descendants can withdraw unless all persons creating the account die.

If the Pay-On-Death (POD) Not Per Stirpes option has been selected, or if the Revocable Trust Account option has been selected, beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of the owner(s) of the account, such beneficiaries will own this account in equal shares, without right of survivorship.

Revocable Trust Account/In Trust For (pursuant to the Multiple Party Account statutes in *Indiana Code* ch. 32-17-11 et. seq.), in Indiana - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Pay-on-Death Account with LDPS (pursuant to the Transfer on Death Property Act statutes in *Indiana Code* ch. 32-17-14 et. seq.), in Indiana - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless all persons creating the account die. If a named beneficiary does not survive all persons that created the account, that beneficiary's right to a transfer on death transfer belongs to that beneficiary's lineal descendants per stirpes (LDPS) who survive all persons that created the account. LDPS means that group of people that are the lineal descendants of a beneficiary who will take, in place of the beneficiary they have survived, the beneficiary's share as determined under Indiana law. In order for a lineal descendant to take in place of a beneficiary, the lineal descendant must survive the death of that beneficiary. The person(s) creating this account type may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Pay-on-Death Account No LDPS (pursuant to the Transfer on Death Property Act statutes in *Indiana Code* ch. 32-17-14 et. seq.), in Indiana - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares unless otherwise designated in writing, without right of survivorship. The person(s) creating this account type may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Additional Transfer on Death Property Act Rules, in Indiana - If there are multiple primary beneficiaries and a primary beneficiary does not survive all persons creating the account and does not have a substitute under the LDPS rules, the share of the nonsurviving primary beneficiary is allocated among the surviving primary beneficiaries in the proportion that their shares bear to each other. If there are no surviving primary beneficiaries and there are no substitutes for the nonsurviving primary beneficiaries under the LDPS rules, the property belongs to the surviving contingent beneficiaries in equal shares or according to the percentages or fractional shares stated in the designation. If there are multiple contingent beneficiaries and a contingent beneficiary does not survive all persons creating the account and does not have a substitute under the LDPS rules, the share of the nonsurviving contingent beneficiary is allocated among the surviving contingent beneficiaries in the proportion that their shares bear to each other. If no beneficiary survives all persons creating the account, the property belongs to the estate of the owner unless directed to a substitute beneficiary under the LDPS rules.

Revocable Trust or Pay-On-Death Account, in Kentucky - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Revocable Trust or Pay-On-Death Account, in Mississippi - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, (2) the beneficiary is then living, and (3) we are not otherwise required by Mississippi law to make payment to a parent, custodian, or guardian. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Revocable Trust Account, in Pennsylvania - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

In Louisiana:

Individual Account - is an account in the name of one person.

Joint Account - This is an account in the names of two or more persons. Any one of such persons, acting alone, has complete access to the account. Upon the death of any party to such account, we are permitted to pay the account balance to the surviving parties, but this authority protects us only. The

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surviving joint parties may be liable to the heirs, legatees, or creditors of the deceased party to the extent the funds withdrawn by the survivors were owed to the deceased. If any party to a joint account sends notice to us to prevent withdrawals from the account by another party or parties, we may require the party to withdraw the balance and close the account or we may refuse to allow any further withdrawals from the account except upon the written consent of all parties to it. The remedy we choose is entirely at our discretion.

Revocable Trust or Pay-on-Death Account - If two or more of you create such an account, you own the account jointly and the respective interests of each of you shall be deemed equal, unless otherwise stated in our account records. Beneficiaries acquire the right to withdraw only if: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, unless otherwise stated in our account records. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

In New York:

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - This is owned by two or more persons. Deposits and any additions to the account are the property of the owners as joint tenants with right of survivorship. This means that we may release the entire account to any owner during the lifetime of all owners. We may honor withdrawal requests (including checks or other orders) from any owner during the lifetime of all owners. We may be required to release money in the account to satisfy a judgment against or other valid debt incurred by any owner. We may honor withdrawal requests (including checks or other orders) from any surviving owner after the death of any owner, and may treat the account as the sole property of the surviving owner(s). Unless an owner directs us by written notice not to honor the withdrawal request (including checks or other orders) of an owner we will not be liable for doing so. After we receive such a notice, we may require written authorization of any or all joint owners for any further payments or deliveries.

Joint Account - No Survivorship (As Tenants In Common) - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

Convenience Account - governed by New York Banking Law § 678. See separate disclosure.

Revocable Trust Account - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

In North Carolina:

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship - You intend and agree that regardless of whose funds are deposited in the account, that upon your death the balance in the account will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with right of survivorship. This agreement is governed by North Carolina General Statutes § 53C-6-6.

Personal Agency Accounts - Such an account allows you to name an agent who will have authority to make withdrawals from the account by check or otherwise and indorse checks payable to you for deposit only into the account and otherwise make deposits. In addition, you may elect to extend the authority of your agent so your agent may act notwithstanding your subsequent incapacity or mental incompetence. Your agent's authority would then end at such time as the agent receives notification from a qualified guardian or duly appointed attorney-in-fact. If you do not extend the authority of your agent, then your subsequent incapacity or mental incompetence will terminate the authority of your agent. This agreement is governed by North Carolina General Statutes § 53C-6-8.

Joint Account - No Survivorship - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person.

Payable on Death (POD) Account - A beneficiary cannot withdraw unless: (1) the person creating the account dies, and (2) the beneficiary is then living. The person creating this account type reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time. This agreement is governed by North Carolina General Statutes § 53C-6-7.

In Virginia:

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend and agree that on the death of a party to the account, the deceased party's ownership in the account passes to the surviving party or parties to the account. This is subject to any previous pledge to which we have agreed. If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. Each of you intend that when you die your interest in this account will pass as a part of your estate under a will, trust, or by intestacy. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

In West Virginia:

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship - If such an account ownership is selected, each joint tenant intends and agrees that the account balance upon his or her death shall be the property of the surviving joint tenant, and if more than one survives, they shall remain as joint tenants with right of survivorship between them.

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Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

NOTICE TO JOINT ACCOUNT HOLDERS, in West Virginia - This provision does not apply to joint accounts if the signatures of all of the account owners are required to make a withdrawal.

This joint account is payable in both your name "or" in the name of the other person(s) listed on the account (Example "Mr. Smith or Mrs. Smith").

Please be advised and forewarned that:

- All the money in this joint account may be withdrawn by anyone named on this account; or may be pledged as security for a loan or debt by anyone named on the account.
  – UNLESS, prior written notice is given to the bank not to permit it.
- Despite any notification to the bank
  – The bank may pay the entire account balance to a creditor or other legal claimant pursuant to legal process.

UNIFORM SINGLE-PARTY OR MULTIPLE-PARTY ACCOUNT SELECTION FORM NOTICE, in Texas - The type of account you select may determine how property passes on your death. Your will may not control the disposition of funds held in some of the following accounts. You may choose to designate one or more convenience signers on an account, even if the account is not a convenience account. A designated convenience signer may make transactions on your behalf during your lifetime, but does not own the account during your lifetime. The designated convenience signer owns the account on your death only if the convenience signer is also designated as a P.O.D. payee or trust account beneficiary.

Single-Party Account Without "P.O.D." (Payable on Death) Designation - The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

Single-Party Account With "P.O.D." (Payable on Death) Designation - The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party's estate.

Multiple-Party Account Without Right of Survivorship - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

Multiple-Party Account With Right of Survivorship - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes to the surviving parties.

Multiple-Party Account With Right of Survivorship and "P.O.D." (Payable on Death) Designation - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries.

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

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

FIDUCIARY -

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

Authorized Signer (Individual Accounts only), in Georgia, Indiana, Kentucky, Mississippi, Ohio, Pennsylvania, Virginia, and West Virginia - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. In Pennsylvania, the designation of an authorized signer does not create a power of attorney; therefore, the authorized signer is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

Agency (Power of Attorney) Designation (Single-Party Accounts only), in Alabama - A single individual is the owner. The agent is merely designated to conduct transactions on the

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owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

Convenience Account Agent (Single-Party Accounts only), in Florida - A convenience account, as defined by Florida law, means a deposit account other than a certificate of deposit, in the name of one individual, in which one or more individuals have been designated as agent with the right to make deposits to and withdraw funds from or draw checks on such account on the owner's behalf. A single individual is the owner, and the agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of a convenience account agent.

Authorized Signer (Individual Accounts only), in Illinois - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

Authorized Signer (Agent) (Individual Accounts only), in Louisiana - A single individual is the owner. The authorized signer (hereinafter "agent") is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

Convenience Signer (Individual Accounts only), in Maryland - A single individual is the owner. The convenience signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the convenience signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the convenience signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the convenience signer's authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the convenience signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of a convenience signer.

Designation of Agent for Account (Single-Party Accounts only), in South Carolina - A single individual is the owner. The agent is authorized to make all transactions on the account that the owner can make, including, but not limited to, closing the account, but may not in any other manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner does not give up any rights to act on the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

Guardian or Custodial Accounts, in Virginia - This account is not subject to dormant service charges if the deposit was made: (1) by a court or (2) by a guardian pursuant to order of a court or (3) by any other person for the benefit of a person who was an infant at the time of the making of such deposit and which deposit is subject to withdrawal only upon the further order of such court or such guardian or other person. This account may become subject to dormant service charges one year after such infant attains the age of eighteen years or one year after the death of such infant, whichever occurs sooner. At our option, we may require proof of guardian or custodial status.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

Interest on Business Accounts -

The rate on any account that pays interest will be disclosed to you by providing a rate sheet, other document, or disclosure that provides the current interest rates for your account. The documents disclosing interest rates are considered part of your account terms and conditions. We may change the interest rate on your account at our discretion, as often as we choose, without limits and without notice.

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Interest will be compounded monthly and will be credited to your account monthly. We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. For noncash deposit items, such as checks, interest begins to accrue no later than the business day we receive credit for your deposit of noncash items. For cash, wire transfers and electronic direct deposits, interest begins to accrue on the business day your deposit posts to your account. If you close your account before interest is credited, you will not receive any accrued interest.

Business Accounts with Account Analysis -

Your balances earn an Earnings Credit that may be used to offset your monthly maintenance and activity fees as well as certain other miscellaneous fees. You may pay a service charge when the cost of your activity during your statement cycle exceeds the Earnings Credit. If your Earnings Credit is more than your total monthly fees for the statement cycle, the excess credit is not paid to you, nor is it carried forward to the following statement cycle. Your Earnings Credit is calculated on the Investable Balances Available for Services in your account based on the Bank's Earnings Credit Rate. The Bank's Earnings Credit Rate is established at the Bank's sole discretion and may vary from time to time. Your Earnings Credit is disclosed on your Analysis statement. Your Earnings Credit Rate will not exceed 4.50%. You will be charged a fee for drawing Uncollected Funds, at a rate established by the Bank at its sole discretion, and may vary from time to time.

Additional Business Disclosure -

If the Depositor is a legal entity, including without limitation a corporation, partnership or sole proprietorship that is formed for the purpose of making a profit, the Depositor must provide the Bank with certain information as required by law.

If the Depositor is a sole proprietorship, the Depositor must provide the Bank with (a) the name of the business owner (b) the physical address of the business (c) the home address of the business owner (d) the driver's license number or personal identification card number issued to the business owner by the Department of Public Safety.

If the Depositor is a legal entity other than a sole proprietorship, the Depositor must provide the Bank with (a) a copy of its certificate of incorporation or comparable document (including articles of incorporation) and (b) its assumed name certificate, if any.

Depositor agrees that it will inform the Bank at least annually of any changes in the foregoing information. Furthermore, Depositor agrees that the foregoing information may be disclosed or provided to a third-party in response to a written request that is made by a person to whom the Bank has returned a dishonored check, draft, or similar instrument or payment that was issued to the person by Depositor.

STOP PAYMENTS, in states other than Florida, Indiana, Kentucky, New York, South Carolina, and Texas - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

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

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

STOP PAYMENTS, in Florida - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law, it must be made in a signed and dated writing, and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

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

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

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

STOP PAYMENTS, in Indiana, Kentucky, and South Carolina - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

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We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Your stop payment order is effective for six months if it is given to us in writing or by another type of record (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood – you can ask us what type of stop payment records you can give us.) Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if it is not confirmed in writing or by another type of record within that time period. We are not obligated to notify you when a stop-payment order expires.

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

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

STOP PAYMENTS, in Texas - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

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

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

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

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

STOP PAYMENTS, in New York - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

A stop-payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective the order must precisely identify the number, date and amount of the item, and the payee. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item.

Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

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

For all states refer to the Preauthorized Payments section of the Electronic Fund Transfers Your Rights and Responsibilities disclosure and the Woodforest Cardholder Agreement for additional information about stop payments.

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

AMENDMENTS AND TERMINATION - We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason except as prohibited by law. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method. If the account is overdrawn for more than 60 days, we may automatically charge off the account. If the account has no customer-initiated transactions for 30 days and the account balance is zero, we may automatically close the account.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent

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activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Account Overview disclosure or in another document. For Business Accounts, refer to Interest on Business Accounts found herein. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

CORRECTION OF CLERICAL ERRORS - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

ACCOUNT RESTRICTIONS; FREEZING ACCOUNTS, REFUSING, BLOCKING OR DELAYING TRANSACTIONS OR FUNDS -

If at any time we suspect your account or account activity is suspicious, fraudulent, unauthorized, irregular, or illegal, we may freeze your account(s), or refuse, block, or delay some or all transactions and funds to or from your account(s), or remove funds from your account to hold them pending investigation, without incurring liability to you. Such actions are taken generally to protect the security of your account or to protect you, us, or one or more third parties, from loss or risk of loss. We may take such actions without providing you with prior notice, but we will provide you with notice after we take action on your account(s), transactions, or funds. For purposes of this section, notice may be made by mail or by electronic means such as via online banking or email as permitted by these terms. Our investigation of the account, account activity, or transactions may require us to contact you or third parties for additional information, which could extend our review process and delay resolution.

We assume no liability for actions taken within this section and you agree to hold us harmless for such actions. We will not be liable for any costs, fees, expenses, or any other loss you incur due to us taking such actions.

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. In states other than Maryland and Pennsylvania, notice to any of you is notice to all of you.

STATEMENTS, in states other than New York - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, (including forgeries and counterfeit checks), you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed (or in states other than Texas, substantially contributed) to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers or substitute checks (For consumer accounts only) **-** For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your

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statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

STATEMENTS, in New York - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items - You must examine your statement of account with "reasonable care and promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to bear the entire loss. Your loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. We lose these protections if you establish that we failed to exercise ordinary care in paying an item with an unauthorized signature or alteration.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 14 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized signatures or alterations you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers or substitute checks (For consumer accounts only) **-** For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, it means that all account owners have not yet signed the signature card, or that some other account opening requirement has not been completed. We may give you a duplicate signature card so that you can obtain all of the necessary signatures and return it to us. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

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

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

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

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree

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to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

SETOFF, in New York - You each agree that we may (when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) social security or supplemental security income payments are deposited directly into this account pursuant to an agreement with us which permits such direct deposit without presentation to you at the time of deposit. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

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

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

CHECK PROCESSING - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

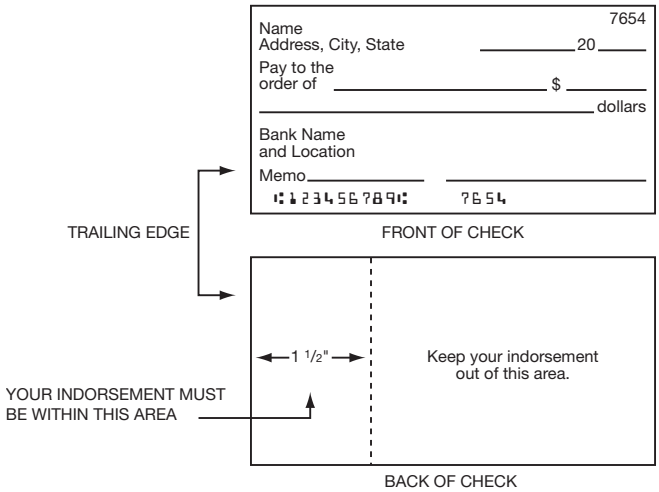
CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1½" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1½" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

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

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

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

ACCOUNT SECURITY, in states other than New York - Your duty to protect account information and methods of access - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., a Debit card, point-of-sale card and/or PIN) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

Account numbers - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a “remotely created check.” Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Access devices - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

ACCOUNT SECURITY, in New York - Your duty to protect account information and methods of access - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification

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may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., a Debit card, point-of-sale card and/or PIN) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

Account numbers - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Access devices - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. If you are negligent in safeguarding your checks we will not be responsible for any losses you incur due to an alteration or forgery if we have paid the check in good faith and in accordance with reasonable commercial standards.

INSTRUCTIONS FROM YOU - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

COMMUNICATIONS AGREEMENT - Consent to Receive Communications. You expressly consent and agree that we, or any third party we contract with (for purposes of this Communications Agreement, collectively referred to as "us" and "we"), may contact you by telephone regarding your account(s), to collect any amount you may owe, and for any other purpose allowed by applicable law or regulation, at any telephone number you provide us, including wireless telephone numbers, which could result in charges to you (from your communications service providers or other third parties). You agree that we may also contact you by sending text messages to your wireless telephone numbers you provide, and/or e-mails using any e-mail address you provide to us - either of which may result in charges to you (from your communications service providers or other third parties). You agree that methods of contact may include using pre-recorded/artificial voice messages and use of an automatic dialing device. To revoke your consent to receive telephone (wireless or otherwise) calls as set forth in this paragraph, you may do so in writing to the following address: Woodforest National Bank, Attention: Operations Center, Suite 4150, P.O. Box 7889, The Woodlands, Texas 77387-7889.

Card Fraud Notifications. Woodforest Card Fraud SMS alerts sent from **96475** will be a Free to End User (FTEU) message. You can opt out of receiving SMS fraud alerts sent from **96475** at any time by replying the word STOP to **96475**. If you reply STOP, you may receive an additional text acknowledging our receipt of your request. For help with SMS, send the word HELP to **96475** or call us at 866-682-7045. Wireless carriers are not liable for delayed or undelivered messages. Wireless data rates and fees may apply to all non-fraud related SMS alerts and messages sent from Woodforest. Message frequency may vary per user.

Privacy and Security. When communicating with you via these communication methods, we will truncate certain sensitive information to help protect your privacy and security.

Call Recording and Monitoring. You consent and agree that we, or anyone we contract with, may monitor, record, and/or retain any communication between you and us, or anyone we contract with, for any purpose, including without limitation, security, fraud, training, and quality assurance purposes. You further consent and agree that recording, monitoring, and retention of communication may be done without any further notice to you. Communication that may be monitored, recorded, and/or retained includes, without limitation, telephone calls and other electronic communications such as email messages, text messages, and instant or live chat.

Call Processing. To enhance your account's security, authenticate callers, protect against fraudulent activity, improve customer service, and related business purposes, we may process your call to analyze various attributes of each call. Such attributes include but are not limited to the metadata of the call, background noises on the call, the caller's behavior, device information, carrier information, and the voice features of the caller (collectively "Call Attributes"). You consent and agree that we, or anyone we contract with, may collect, store, transmit and use the Call Attributes collected during any telephone calls with us, whether initiated by you or us, for the above referenced purposes, if permitted by applicable law or regulation.

NOTICE AND CONSENT AGREEMENT REGARDING ELECTRONIC COMMUNICATIONS DELIVERY SERVICE - As part of the account opening process, certain laws require us to provide certain account information to you, and you have a right to

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receive it on paper. We may provide such account information to you electronically if we first present this agreement and obtain your consent to receiving such account information electronically. If you do not wish to consent to receive account information electronically, then it will be provided by paper.

The word “communication” means information related to your account we send or deliver to you such as notifications, agreements, disclosures, notices, or other information we are required by law to provide to you in writing or choose to provide to you in writing at the time of account opening and at any subsequent time. The words “electronic communication” mean any communication we send to you in an electronic format, whether it be via e-mail or posted on our website. We will not provide you with electronic access to periodic statements unless you separately request it through our Online Services and provide the required consent at that time. Online Services means our banking or other financial-related services available for certain accounts that can be accessed through www.woodforest.com or through our mobile application upon enrollment. This agreement is in addition to, but does not supersede, any other agreements in place between you and Woodforest. In the event this agreement conflicts with another agreement in place between you and Woodforest, the other agreement shall control.

Consent to Electronic Communications - If you consent to receiving electronic communication, you agree to permit us to provide communication, including, but not limited to, notices and account disclosures, based on the types selected by us, to you in electronic form instead of providing such in paper form. All electronic communication that we provide will be accessible either by e-mail or posted on our website. While we may, as a courtesy, send you an e-mail notice that your electronic communication is available (if enrolled in Online Services); it is ultimately your responsibility to promptly review any electronic communication provided to you through this service. You agree that you will notify us as soon as possible in the event that you are unable to access any electronic communication that have been made available to you.

Scope of Communication to Be Provided in Electronic Form - Examples of electronic communication we may send you include, but are not limited to, daily or weekly account notifications, legal or regulatory disclosures, notices (e.g. overdraft, delinquency, request for additional information, privacy). Examples of laws and regulations which might require electronic communications include, without limit, the Truth in Savings Act, Electronic Fund Transfer Act, Gramm-Leach Bliley Act, Expedited Funds Availability Act, Equal Credit Opportunity Act, Truth in Lending Act, and the Fair Credit Reporting Act.

Method of Providing Electronic Communications to You - All electronic communication that we provide to you will be sent by e-mail or posted on our website. If e-mail is used, the electronic communication will be sent to the e-mail address you provided at account opening, or updated later, and you agree to pass on such communication to other account owners. In order to send electronic communication to you via e-mail, you must provide us with a correct e-mail address. You understand it is your responsibility to update your e-mail address to ensure proper delivery of electronic communication. Should you change your e-mail address for any reason, you will notify us immediately to ensure that electronic communications are not interrupted. If an e-mail is returned as undelivered, we may use any other e-mail address that we have for you or an account co-owner. We also reserve the right to send communications to your postal address at any time. You agree that you will notify us as soon as possible in the event that you experience any technical difficulties in receiving any electronic communication that we have sent to you.

New customers: by providing us with your e-mail address and date of birth at account opening, you will be automatically set up to receive daily account notifications. These account notifications can be updated or cancelled by contacting us as described in the “How to Withdraw Consent” section below.

Accounts with Multiple Owners - In accordance with this agreement, all account owners will be bound by this agreement to receive electronic communication if any account holder consents to the service. When you agree to receive electronic communication for an account, we will no longer mail paper communications to you for such account.

How to Update Your Records - It is your responsibility to provide us with a true, accurate, and complete e-mail address, contact, and other information for this service and your account(s), and to maintain and update promptly any changes to this information. You can update such information (such as your e-mail address or consenting to receive electronic communication for other accounts) by calling us at 1-877-968-7962 or by visiting one of our branch locations.

How to Withdraw Consent - You may cancel your consent to receive electronic communication related to one or all your accounts and again receive paper communication at any time by calling us at 1-877-968-7962 or by visiting one of our branch locations. Withdrawal of such consent by any account owner will be effective for all account owners. You will not be charged any fees as a result of the withdrawal of your consent to receive electronic communication. Withdrawal of your consent will be effective only after we have a reasonable period of time to process your request.

Communications in Writing - All communications in either electronic or paper format from us to you will be considered “in writing”. However, applicable law or contracts sometimes require you to give us written notices, and your consent does not relate to those items. In order to coordinate our processing, you must still provide us notice on paper when you are required to do so by law or contract.

Copies - You may print or make a copy of the electronic communication sent by us by using the print functionality on your device or saving a PDF copy. If you would like a free paper copy from us, you may call us at 1-877-968-7962.

System Requirements - To properly access and retain your electronic communication, you must have the following hardware and software (collectively, “System Requirements”):

- A computer or mobile device with internet access, and a browser and compatible operating system from the list of browsers and operating systems listed here:
  - Windows (version 7 and above) or Mac OSX (Sierra and above) Operating Systems
  - Google Chrome 50.0.2661 and above
  - Mozilla Firefox 53.0 and above
  - Internet Explorer 11 and above
  - Microsoft Edge for Windows 10
  - Safari (Mac OS)
- A valid e-mail account
- A printer or sufficient hard drive or other storage space to print or save communications
- For electronic communications in PDF format, you will need Adobe Reader. You may go to www.adobe.com to download a free copy.

Changes to this agreement - We reserve the right to discontinue the provision of electronic communication, or to terminate or change the terms and conditions on which we provide electronic communications, including any applicable discount for receiving electronic communications. We will provide you with notice of any such termination or change as required by law. All applicable

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provisions of this agreement shall survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification and other miscellaneous provisions. We reserve the right to waive or vary the terms of this agreement on an individual basis. In the event of a change in terms to this agreement, you may accept the change by continuing to use the service after the effective date of the change or you may decline to accept the change by withdrawing your consent as described above.

CLAIM OF LOSS - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

CHANGES IN NAME AND CONTACT INFORMATION - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. If we receive an address change notification from the U.S. Postal Service, we may change your address on file. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

FDIC INSURANCE - Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to $250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to $250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at www.fdic.gov and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with

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us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

UTMA ACCOUNTS, in states other than South Carolina - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

UTMA ACCOUNTS, in South Carolina - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

CASH TRANSACTION REPORTING - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network (FinCEN) maintains a frequently asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report interest payments we make to you of $10 or more in a year, and to include your taxpayer identification number (TIN) on the report. Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or business entity. For sole proprietorships, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owner's name and the business name of the sole proprietorship. The appropriate TINs for various other types of accounts are:

Account type - TIN
Individual - SSN of the individual.
Joint Account - SSN of the owner named first on the account.
Uniform Transfer to Minor - SSN of the minor.
Informal (Revocable) Trust - SSN of the owner.

In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S, OR TELLER'S CHECKS - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

CHANGING ACCOUNT PRODUCTS - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

TRANSACTIONS BY MAIL - You may deposit checks by mail. You should indorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account

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number underneath to ensure the check is credited to the correct account. You should use the pre-encoded checking deposit slips found behind your checks in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

CHECK STORAGE AND COPIES, in states other than Maryland - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

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

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

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

ACCOUNT CLASSIFICATION - For regulatory and accounting reasons, your checking account consists of two subaccounts. This accounting process does not affect either the appearance or the operation of your checking account in any way. Each checking account will consist of a master deposit account which is comprised of two sub accounts, a transaction account and a non-transaction account. All deposits and withdrawals made will be posted to the transaction sub account. From time to time, the bank may transfer funds from the non-transaction account to the transaction account. If the checking account is interest bearing, interest shall continue to be paid at the same rate on both the transaction account and the non-transaction account. The annual percentage yield will be disclosed on the customer's bank statement.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

FUNDS TRANSFERS - You agree that this section is governed by Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A) and the terms used in this section have the meaning given to them in UCC 4A.You also agree to be bound by all funds-transfer system rules, rules of the Board of Governors of the Federal Reserve System (Board) and their operating circulars, as appropriate. Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board, this section is subject to UCC 4A as adopted in the state in which you have your account with us. If any part of this section is determined to be unenforceable, the rest shall remain effective. This section controls funds transfers unless supplemented or amended in a separate record. Generally, this section will not apply to you if you are a consumer. For example, this section generally does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA). However, this section does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA. To the extent this section is not inconsistent with the EFTA, this section may also apply to a consumer electronic fund transfer sent through the FedNow system or through the Real Time Payments system (RTP) operated by The Clearing House. In addition, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire.

Funds transfer - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. Unless otherwise required by the type of funds transfer you are initiating, you may transmit a payment order orally or in a record, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

Authorized account - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

Acceptance of your payment order - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in

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an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

Cutoff time - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

Payment of your order - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

Security procedure - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

Identifying number - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

Record of oral or telephone orders - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancelation.

Notice of credit - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

Provisional credit - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

Refund of credit - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

Cancelation or amendment of payment order - You may cancel or amend a payment order you give us only if we receive the communication of

cancelation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancelation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

Intermediaries - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

Limit on liability - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

Erroneous execution - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Duty to report unauthorized or erroneous payment - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

Objection to payment, in states other than Texas - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

Objection to payment, in Texas - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within 60 days of our notice to you.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES (CONSUMER ACCOUNTS ONLY)

Indicated below are types of Electronic Fund Transfers we are capable of handling for consumers, some of which may not apply to your account. Moreover, some of these services may not be available at all terminals. In addition to the frequency and dollar amount limitations described below, we may apply other

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transaction limitations from time to time as we deem advisable to, among other things, help ensure the security of your account or a system or to protect you, us, and/or a third party from loss or risk of loss. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or one or more other payments networks. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization occurs if you furnish your access device to a third party in connection with engaging in (or in anticipation of engaging in) one or more transactions or in connection with a contractual obligation. Another example might include your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information or furnish your access device or related information. This information can be found on your check as well as on a deposit or withdrawal slip or on your Woodforest-issued access device (such as a debit card). Thus, you should only provide your bank, account, or access device information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits [such as U.S. Treasury (Social Security) or some employers (payroll)] to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking, savings or money market account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking, savings or money market account(s) using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Telephone Banking Transfers - You may access your account by telephone 24 hours a day at 832-375-2100 (Houston) or 866-226-5724 using a touch tone phone, your account numbers, your Telephone Banking Passcode and your debit card number, to:

- transfer funds from checking to savings, from savings to checking, from checking to checking, or from savings to savings account(s)
- transfer funds from line of credit to checking or savings accounts
- make payments from checking or savings accounts to loan accounts with us
- get information about the account balance of checking and savings account(s)

ATM Transfers - You may access your account(s) by ATM using your debit card and personal identification number (PIN), to:

- make deposits to checking or savings account(s) linked to a debit card, deposits made after 8:00 P.M. CT will post the next day, except for Christmas Day, in that case it will post the day after Christmas
- get cash withdrawals from checking or savings account(s) linked to a debit card
  - you may withdraw no more than $810.00 per day
  - See the Schedule of Fees for a description of fees applicable to ATM Transfers
- transfer funds from savings to checking or from checking to savings linked to a debit card, transfers made after 2:30 P.M. CT will post the next day, except for Christmas Day, in that case it will post the day after Christmas
- get information about:
  - the account balance of your checking or savings account(s) linked to a debit card
  - See the Schedule of Fees for a description of fees applicable to ATM Transfers

Woodforest Debit Card Point-of-Sale Transactions -

You may use the Woodforest debit card to access your checking account and savings account at most merchants to purchase goods in person, by phone, by computer, or pay for services in person, by phone, or by computer. You may use up to 100% of your available balance per day for the aforementioned transactions. Additionally, you may, subject to the cumulative daily cash withdrawal limit of $810.00, use your PIN to get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. However, in addition to the cumulative daily cash withdrawal limit, non PIN verified transactions performed with a Discover® Debit card are limited to $100 per transaction.

You may transfer funds into your Woodforest account via your Woodforest debit card through services offered by participating retailers. (See a Retail Banker, or contact the Woodforest Customer Experience Center toll free at 877-968-7962, for a list of participating retailers.) Such transfers are referred to in these disclosures as a "POS Account Credit Transaction." Sources of funds that may be used to perform a POS Account Credit Transaction are determined by each participating retailer but typically include cash or, where offered by participating retailers, proceeds from checks that may be cashed by the participating retailer. Check cashing services provided by a retailer may be subject to additional fees charged by the retailer.

- Should more than one account be associated with your card, the funds will be credited to the account designated on our system as the primary account. Should you have a question about which account is designated as primary, please contact the Woodforest Customer Experience Center for more information at 877-968-7962. Funds from POS Account Credit Transactions will be made available immediately for your use (such as for debit card purchases or account transfers) following Woodforest's receipt and authorization of a funding commit message from the participating retailer. Funds from any such transaction received and authorized by Woodforest before 8:00 P.M. CT will post the same day (that is, be available to cover items presented against your account such as checks or ACH transactions for that day) and any transaction received and authorized after 8:00 P.M. CT will post the next day, except for Christmas Day, in that case it will post the day after Christmas.
- The minimum per card transaction is $20.00 and the maximum is $1,000.00. There are also cumulative, per-card limits on the daily, weekly, and monthly number of transactions and cumulative, per-card limits on the maximum daily, weekly, and monthly amounts of account credits allowed. Please see the following chart for the cumulative limits that apply:

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WOODFOREST POS ACCOUNT CREDIT TRANSACTION CUMULATIVE LIMITATIONS

***DAILY*[1]**	***PER CARD***
Maximum Amount	$1,000
Maximum Number of Transactions	4
***WEEKLY*[2]**	
Maximum Amount	$3,500
Maximum Number of Transactions	7
***MONTHLY*[3]**	
Maximum Amount	$5,000
Maximum Number of Transactions	20

[1] Daily is determined using rolling twenty-four (24) consecutive hour periods, Pacific Standard Time (PST).

[2] Weekly is determined using seven (7) day rolling periods, Pacific Standard Time (PST).

[3] Monthly is determined using the current calendar month, Pacific Standard Time (PST).

Note, participating retailers may apply POS Account Credit Transaction limitations from time to time that are more restrictive than the limitations imposed by Woodforest.

Online Banking Transfers - You may access your account(s) by computer through the internet by logging onto our website at www.woodforest.com and using your online banking username and password, to:

- transfer funds from checking to savings, from savings to checking, from checking to checking, or from savings to savings account(s)
- transfer funds from line of credit to checking or savings account(s) and funds to checking or savings account(s) from line of credit
- make payments from checking or savings account(s) to loan account(s) with us
- make payments from checking to third parties such as Bill Pay or Person-to-Person (P2P) payments. P2P payments are subject to limitations which are described in the Person to Person Payment Service Agreement and Terms located within Woodforest online banking and our mobile banking app.
- get information about:
  - the account balance of checking or savings account(s)
  - the last 2 years' deposits to checking and savings account(s)

You may be charged access fees by your internet provider based on your individual plan. Web access is needed to use this service.

Mobile Banking Transfers - You may access your account(s) through the browser on your cell or mobile phone at www.woodforest.com or by downloading our mobile banking app and using your username and password, to:

- transfer funds from checking to savings, from savings to checking, from checking to checking, or from savings to savings account(s)
- transfer funds from line of credit to checking or savings account(s) and funds to checking or savings account(s) from line of credit
- make payments from checking to loan account(s) with us
- make payments from checking to third parties such as Bill Pay or Person-to-Person (P2P) payments. P2P payments outside of the Zelle® Network are subject to limitations described in the Person to Person Payment Service Agreement and Terms located within Woodforest online banking and our mobile banking app. P2P payments using the Zelle® Network are subject to limitations described in the Zelle® Service Agreement for Woodforest Customers located within our mobile banking app. Availability of these services are not guaranteed.
- get information about:
  - the account balance of checking or savings account(s)

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

Computer and mobile phone transfers after 9:00 P.M. CT will post the next day, except for Christmas Day, in that case it will post the day after Christmas.

Transfers to third parties using Online Banking or Mobile Banking Bill Pay may be processed by Woodforest either electronically or by paper check. If the transfer is initiated by paper check, the transfer will not constitute an "electronic fund transfer" and shall not be subject to the protections that might otherwise be available under this disclosure or the Electronic Fund Transfer Act or its implementing regulation, Regulation E. Please consult the "Payment type" field on the "Payment Details" screen on Online Banking Bill Pay for any particular payment to determine whether the payment will occur electronically or by paper check.

FEES

- We do not charge for direct deposits to any type of account.
- See the Schedule of Fees for additional information about fees

Except as otherwise provided in this disclosure, or the Schedule of Fees, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is $15 or less.
- **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 call us at 1-877-968-7962 to find out whether or not the deposit has been made.
- **Periodic statements.** You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make recurring payments out of your account, you can stop any of these payments. Here is how:
  - Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
  - Please refer to the Schedule of Fees for the amount we will charge you for each stop-payment order you give.
- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice

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only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

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

1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
2) If you have an overdraft line and the transfer would go over the credit limit.
3) If the automated teller machine where you are making the transfer does not have enough cash.
4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6) If we deem it necessary or advisable to help ensure the security of your account or a system or to protect you, us, and/or a third party from loss or risk of loss.
7) If we assess an overdraft fee that is later refunded for any reason, and you attempt a transaction (prior to the refund) that is declined as a result of the overdraft fee.
8) There may be other exceptions stated within these Terms and Conditions.

CONFIDENTIALITY

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

1) where it is necessary for completing, researching, or administering transfers; or
2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3) in order to comply with government agency or court orders; or
4) if you provided written permission; or
5) as required by any electronic fund transfer network in which we participate in order to effect, administer, or enforce transactions; or
6) as explained in our separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

Generally. Tell us AT ONCE if you believe your card and/or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft or other line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, you can lose no more than $50 if someone used your card and/or PIN without your permission.

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

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

- Mastercard® Debit Card. Additional Limits on Liability for Mastercard Debit Card. You will not be liable for any unauthorized transactions using your Mastercard Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Also, if applicable law imposes greater liability or a conflicting obligation, such applicable law shall govern. Mastercard® is a registered trademark of Mastercard International Incorporated.
- Discover® Network Debit Card Zero Liability For Unauthorized Use: You are protected against unauthorized use of your Discover Network Debit Card with Zero Liability protection, provided: (i) the unauthorized transaction was not caused by your gross negligence or fraudulent action or that of someone you authorized to use the card, (ii) you reported the unauthorized transaction, or the loss or theft of a Discover Network-branded card, within two banking days after you learned of the first unauthorized transaction or of the loss or theft of the card; (iii) you have not reported more than two unauthorized transactions within the last twelve (12) consecutive months; (iv) neither you, nor any person you have authorized to use the card, has derived a benefit from the unauthorized use of the card; and (v) the unauthorized transaction was switched and settled over the Discover Network and not any other network brand. Also, if applicable law imposes greater liability or a conflicting obligation, such applicable law shall govern.

FOR A LOST OR STOLEN CARD. Call 1-866-682-7045.

(b) Contact in event of unauthorized transfer. If you believe your card and/or PIN has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission. You may also visit one of our retail branch locations to report unauthorized transfers.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account)

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after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account during our investigation. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

WOODFOREST NATIONAL BANK DEBIT CARD DEPARTMENT
P.O. BOX 7889
THE WOODLANDS, TEXAS 77387
Business Days: Monday, Tuesday, Wednesday,
Thursday, and Friday
Excluding Federal Holidays
Phone: 1-877-968-7962 (Customer Experience Center)
and for lost or stolen cards 1-866-682-7045

ADDITIONAL INFORMATION ABOUT YOUR WOODFOREST DEBIT CARD

Woodforest Cardholder Agreement

Each cardholder agrees to the following terms and conditions, which is the contract governing the issuance and use of your Woodforest debit card. The use of the debit card is subject to the rules and regulations of the applicable electronic funds transfer network, and these Terms and Conditions that apply to your checking and savings accounts also apply to all debit card transactions, including ATM and point-of-sale, made on these accounts. You agree that all accounts accessed by the debit card may have the same common ownership rights or liability as the debit card. The debit card is our property and we may revoke the card at any time without cause or notice, unless notice is required by law. You must surrender a revoked card, if requested, and you may not use an expired or revoked card. You will notify us if the debit card is lost or stolen. We may change the terms of this agreement without notice, unless required by law.

Terms and Conditions

Card Usage. You may use your Woodforest debit card to pay for purchases at places that have agreed to accept debit card transactions.

The use of your Woodforest debit card to perform cash withdrawals or purchase goods and services at merchant locations constitutes a simultaneous withdrawal from, or demand upon, your checking account or savings account, even though the transaction may not actually be posted to your account until a later date.

Purchases and cash withdrawals made in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by the applicable electronic fund transfer network. Conversion to U.S. Dollars may occur on a date other than the date of the transaction; therefore, the conversion rate may be different from the rate in effect at the time of the transaction. You agree to pay the converted amount. Woodforest imposes a Debit Card International Transaction fee for each settled transaction where the country code from the merchant or merchant's processor does not match one of the following country codes: PR (Puerto Rico), VI (Virgin Islands), GU (Guam), US (United States). See the Schedule of Fees for amount of the Debit Card International Transaction fee.

You may use your Woodforest debit card only in the manner, and for the purposes, authorized by this agreement. We may recognize a transaction even if we have not authorized it, but that does not mean we will authorize the same type of transaction again.

Right to Stop Payment. You do not have the right to stop payment on any non-recurring transaction originated by use of your Woodforest debit card.

Debit Card Illegal Usage. The Woodforest debit card may not be used for any illegal transactions. This includes, but is not limited to, internet gambling or gaming.

Fraud Protection Services

- Transaction Fraud Monitoring: Woodforest attempts to monitor debit card transactions 24/7. If we identify a transaction that is believed to be outside of the normal spending patterns for your account, we may take appropriate action to ensure your money is safe including blocking your card and contacting you to confirm the validity of the transaction.
- Debit Card Fraud Alerts: Woodforest Debit Card Fraud Alerts may alert you to suspicious transactions via email, SMS text message, or mobile push alert to your mobile phone or other SMS-enabled device when a debit card transaction meets the criteria of transaction fraud monitoring. Visit our Fraud Alerts page at www.woodforest.com to learn more.
- Traveling? Let Us Know: If you are traveling extensively domestically or internationally, contact our customer service or your local branch to have travel notes placed on your account to help prevent interruption of usage.

A transaction may still overdraw your account, and incur fees, even if the funds appeared to be available at the time you completed the transaction. Other outstanding transactions, such as ACH, checks, or debit card transactions for which no temporary hold was placed or the temporary hold has been removed, will not be reflected in your available balance on record at the bank and could be presented for payment to the bank before the subject transaction. We recommend you track all of your outstanding transactions and determine your available balance based on your records.

If an overdraft fee is assessed on an ATM or everyday debit card transaction that the bank identifies was authorized by the bank when an available balance existed in the related primary account sufficient to cover the amount of such transaction at the time of the authorization and such transaction later posts to the account in an equal or lesser amount when your account balance is insufficient to cover the amount of the transaction, the bank will automatically refund the associated overdraft fee(s) for such transaction promptly, typically within two hours, following the assessment of the overdraft fee(s). During the time between the assessment of the overdraft fee(s) and any refund of the overdraft fee(s), you will not have access to the amount of funds equal to the overdraft fee(s), which could result in the decline of any debit card transaction(s).

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.

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2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your debit card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your debit card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your debit card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your debit card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately. In New York, direct complaints concerning ATM facility security to us at the phone number listed in this disclosure or the New York Banking Department Consumer Services Hotline at 1-877-BANK NYS (1-877-226-5697).

FUNDS AVAILABILITY POLICY

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to checking and savings accounts ("Covered Account"). Always feel free to ask us whether any of your accounts might be under this policy.

In general, we make funds from your cash deposits available to you immediately and electronic direct deposits are available on the day we receive the deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. The availability of a check deposit depends on the type of Covered Account in which the check is deposited. The two (2) types of Covered Accounts are consumer and commercial. A "Consumer Account" is defined as a Covered Account used primarily for personal, family, or household purposes. A "Commercial Account" is defined as a Covered Account used primarily for business purposes.

CHECK DEPOSITS ON CONSUMER ACCOUNTS

To determine availability of funds, we consider all of your Covered Accounts that you are an owner of and how long those relationships have been with us. Generally, if any of your Covered Accounts are open and active for more than 180 days, our policy is to make funds from your check deposits available to you immediately. This applies to all Covered Accounts in your banking relationship ("Relationship") with us, so long as one is over the 180 days. We only consider the open and active accounts, thus accounts that are charged off, closed, or dormant, will not be considered. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. If your Relationship is less than 180 days old, generally, check deposits will be available to you on the next Banking Day (defined below) after you make the deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

CHECK DEPOSITS ON COMMERCIAL ACCOUNTS

Generally, our policy is to make funds from your check deposits available to you on the next Banking Day (defined below) after the Banking Day on which we receive your deposit. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

HOW TO CALCULATE THE AVAILABILITY OF DEPOSITS

For determining the availability of your deposits, you must consider "Banking Days" and "Business Days". A "Banking Day" at Woodforest is every day, except Christmas Day. If you make a deposit before 8:00 P.M. on a Banking Day, we will consider that day to be the day of your deposit. However, if you make a deposit after 8:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next Banking Day we are open. A "Business Day" is every day except Saturdays, Sundays, and federal holidays. We use Business Days to calculate the number of days that a deposit may be delayed beyond our general availability described above. See the section "Longer Delays May Apply" below.

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 next Banking Day. Depending on the type of check that you deposit, funds may not be available until the seventh 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 next Banking Day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next 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.

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Funds you deposit by check may be delayed for a longer period under the following circumstances:

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

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the Banking Day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your Covered Account is open.

Funds from electronic direct deposits to your Covered Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $6,725 of a Banking Day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available the next Banking Day if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725 will be available on the seventh Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $6,725 will not be available until the second Business Day after the Banking Day of your deposit.

Funds from all other check deposits will be available on the seventh Business Day after the day of your deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we own or operate will be available no later than the next Banking Day after the day of deposit, unless an exception hold applies. Our ATM deposit cut-off time is 8:00 P.M. CT daily.

DEPOSITS MADE VIA MOBILE APPLICATION

For information regarding funds availability on deposits made remotely using a mobile device, refer to the Woodforest Mobile Deposit Service Agreement, available within the Woodforest mobile application.

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. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

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

ARBITRATION AGREEMENT

This Arbitration Agreement (the "Agreement") relates to, and supplements, the Woodforest National Bank *Deposit Account Terms and Conditions Agreement* applicable to any deposit accounts with Woodforest National Bank (the "Account Agreement"). Terms not otherwise defined herein shall have the meanings assigned to such terms as provided for in the Account Agreement.

By (i) using (or permitting others to use) your depository account or related products or services on or after the Effective Date of these Terms and Conditions (the "Effective Date"), (ii) not rejecting this Agreement by closing your depository account prior to the Effective Date, and/or (iii) maintaining your depository account or related products or services on or after the Effective Date, such shall constitute your agreement with, and acceptance of (a) the revocation and deletion of that certain previous Arbitration Agreement having an effective date of November 1, 2012, and (b) the terms and conditions of this Agreement. You acknowledge and agree that any "Claims" (as defined herein) initiated or brought on or after the Effective Date shall be governed by this Agreement.

I. ACKNOWLEDGMENT

You acknowledge that you are giving up the right to litigate "Claims" (as defined herein) in court if either party to this Agreement elects arbitration of any Claims, except as otherwise expressly provided herein, and you hereby knowingly and voluntarily waive the right to jury or bench trial of all Claims subject to this Agreement. You further acknowledge that you have read this Agreement carefully, agree to its terms, and are entering into the Agreement voluntarily and not in reliance on any promises or representations whatsoever except those expressly contained herein.

II. AGREEMENT TO ARBITRATE

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS AGREEMENT CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES THAT ANY CLAIMS RELATING TO, OR ARISING FROM, YOUR DEPOSITORY ACCOUNT OR RELATED PRODUCTS OR SERVICES MUST, AT THE ELECTION OF EITHER YOU OR US, BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION. THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW.

ANY CLAIMS THAT EITHER YOU OR US ELECT TO BE ARBITRATED WILL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. IN CONNECTION THEREWITH, YOU EXPRESSLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO ARBITRATE A CLASS, REPRESENTATIVE, OR MULTI-PARTY ACTION (WHETHER AS A CLASS REPRESENTATIVE, CLASS MEMBER, A PRIVATE ATTORNEY GENERAL, OR OTHERWISE). IF EITHER PARTY CHOOSES TO ARBITRATE ANY CLAIMS, NEITHER PARTY WILL HAVE THE RIGHT TO (I) LITIGATE SUCH CLAIMS IN COURT, OR (II) HAVE A JURY OR BENCH TRIAL ON SUCH CLAIMS, OR (III) PARTICIPATE IN A CLASS, REPRESENTATIVE, OR MULTI-PARTY ACTION WITH RESPECT TO SUCH CLAIMS.

A. *Arbitration of Claims.* Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third-party claims, arising from or relating to (i) any depository account; (ii) any product or service relating to the depository account (e.g., internet banking, payment/access devices, overdraft protection,

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direct deposit, etc.); (iii) the marketing or advertising of the account or related products or services; (iv) communications to you from us by telephone (land line or cellular) for any purpose, (v) the release (authorized or unauthorized) of your information, (vi) the Account Agreement; (vii) this Agreement, including the validity, enforceability, interpretation, scope, or application of the Agreement and this arbitration provision; and (viii) any other agreement or instrument relating to the depository account or any related product or service (whether one or more, the ***"Claims"***) shall be decided, upon the election of you or us (or the Bank's agents, employees, successors, representatives, affiliated companies, or assigns), by binding arbitration pursuant to this arbitration provision and the applicable rules and procedures of the American Arbitration Association ("AAA"), who shall serve as the arbitration administrator. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with the AAA by contacting the AAA as follows: on the web at www.adr.org or by writing to AAA at 1633 Broadway, 10th Floor, New York, NY 10019. This paragraph expressly delegates all decisions regarding the enforceability (including, but not limited to, challenges based on unconscionability, public policy, vindication of rights, or otherwise) to the arbitrator.

B. *Other Claims Subject to Arbitration.* In addition to any Claims brought by either you or us, Claims made by or against us or by or against anyone connected with you or us or claiming through you or us (including an account co-owner, additional payment/access device holder/user, employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) shall be subject to arbitration as described herein.

C. *Exceptions.* This arbitration provision does not limit or constrain our right to interplead funds in the event of claims to account funds by several parties.

D. *Individual Claims Only.* It is the intent of the parties to require any Claims to be submitted to arbitration on an individual basis only. **Any Claims subject to this Agreement may not be joined or consolidated in arbitration with any Claims of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public or on behalf of any other person, unless otherwise expressly agreed to by the parties in writing.**

E. *Procedures.* A party who intends to seek arbitration must first send to the other, by certified mail or a nationally-recognized courier (e.g., Fedex, UPS, etc.), a written Notice of Dispute ("Notice"). The Notice to you will be sent to the most recent address we have on file for you. The Notice from you to the Bank should be addressed to ("Bank Notice Address"):

Woodforest National Bank
P.O. Box 7889
The Woodlands, Texas 77387-7889
Attn: Legal Department/Dispute Resolution

The Notice must (a) describe the nature and basis of Claims; and (b) set forth the specific relief sought. The parties hereto agree that the Notice and the expiration of the Negotiation Period (as defined below) shall be a condition precedent to the commencement of an arbitration proceeding; provided, however, that if either party initiates any court or other similar proceeding, the other party need not provide the initiating party with any Notice or await the expiration of the Negotiation Period before commencing an arbitration proceeding and/or moving to compel arbitration as permitted or required under this Agreement. If we and you do not reach an agreement to resolve the Claims within thirty (30) calendar days after the first Notice from either party is received (such thirty (30) calendar day period shall be referred to as the "Negotiation Period"), you or us may commence an arbitration proceeding. You and us agree that the amount of any settlement offer made by us or you prior to or during the arbitration shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or us is entitled.

A single arbitrator, who shall be bound by the terms of this Agreement, will resolve all Claims subject of this Agreement. The arbitrator will be a lawyer with at least ten years of experience or who is a former or retired judge. The arbitration shall follow the rules and procedures of the arbitration administrator, except when there is a conflict or inconsistency between the rules and procedures of the arbitration administrator and this arbitration provision, in which case this arbitration provision shall govern. Any arbitration hearing for any Claims shall take place within the federal judicial district in which you reside, or by telephone, or at such other reasonably convenient location as agreed by the parties. The arbitrator shall apply the governing substantive law consistent with the Federal Arbitration Act, 9 U.S.C. § 1 *et seq*. (the "FAA") and shall honor all claims of privilege and confidentiality recognized at law. All statutes of limitations, statutes of repose, and other similar limitations on actions provisions (collectively, the "Statutes of Limitations") that would otherwise be applicable shall apply to any arbitration proceeding, provided, however, that any Statutes of Limitations shall be tolled during the Negotiation Period if the Negotiation Period would cause either party's Claims to be barred by the applicable Statute of Limitations. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. At the request of any party, the arbitrator will provide a written explanation of the basis for the disposition of each of the Claims, including written findings of fact and conclusions of law. This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA.

F. *Arbitration Fees; Attorneys' Fees; Reimbursable Expenses; Awards.* Except as otherwise provided for herein, we will promptly reimburse you for your payment of all AAA filing, administration, and arbitrator fees for any arbitration initiated by you unless the aggregate amount of your Claims exceeds, or is reasonably anticipated to exceed, $75,000. The payment of other arbitration fees, attorneys' fees, reimbursable expenses, and awards will be governed by the AAA rules. If, however, the arbitrator finds that either the substance of your Claims or the relief sought by you is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies previously disbursed by us that are otherwise your obligation to pay under the AAA Rules.

G. *Invalidity; Severability.* This Agreement shall survive termination or suspension of the account or the Account Agreement. If any portion of this Agreement is deemed invalid, illegal, or unenforceable, it shall not invalidate the remaining portions of this Agreement; provided, however, if the limitations on class, representative, or multi-party actions are struck in a proceeding brought on a class, representative, or multi-party basis, without impairing the right to appeal such decision, this entire

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Agreement (other than this proviso) shall be null and void in such proceeding. The parties hereto agree that the terms and conditions of this Agreement are severable from the terms and conditions of the Account Agreement and, in the event that the remaining provisions of this Agreement become null and void as described in the preceding sentence, nothing should be construed to invalidate any provisions contained in the Account Agreement solely as a result of the remaining provisions of this Agreement becoming null and void. In no event shall a class arbitration be authorized or permitted under this Agreement.

H. *Miscellaneous.* The Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all previous agreements, negotiations, representations (innocent or negligent), and proposals, written or oral, between the parties. Words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular herein shall apply to such words when used in the plural where the context so permits and vice versa. A failure of either party to exercise, or a delay in exercising or partial exercise of, a right or remedy provided by this Agreement or by law will not constitute a waiver of the right or remedy by that party, a waiver of other rights or remedies or a further exercise of the right or remedy. If a third party seeks to, or a court allows a third party to, represent either party on a class, representative, or multi-party basis with respect to any Claims, either party shall continue to have the right to enforce individual arbitration of those Claims under this Agreement. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Article and paragraph headings are included for convenience only and are not to be used to construe or interpret this Agreement. This Agreement shall be governed by and construed in accordance with the FAA. To the extent that any conflict exists between the terms and conditions of the Account Agreement and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control as to arbitration.

COMMON FEATURES

Please refer to our separate rate sheet for current interest rate and annual percentage yield information and to the Schedule of Fees for additional information about charges.

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WOODFOREST® NATIONAL BANK

Account Management

Banking Terms

Credit - Any transaction that increases your balance.

Debit - Any transaction that decreases your balance.

ACH - Automated Clearing House. The system used to support electronic transactions such as direct deposits and direct debits.

Bill Pay Payment - A transaction initiated through our Online Banking system to pay a bill.

Account (Ledger) Balance - The official balance of your account, reflecting all transactions that have posted.

Available Balance - Account balance plus or minus pending transactions.

Pending Transaction - A transaction conducted recently that has not yet posted to your account.

Overdraft Fee - A fee charged to your account anytime a transaction is paid and sufficient funds are not available.

Point of Sale (POS) - A transaction conducted for goods or services using your debit card or debit card information.

Automated Teller Machine (ATM) - A computerized terminal that allows basic transactions using your debit card (such as deposits, transfers, and cash withdrawals).

Pre-Authorization - A pending transaction on your account conducted using your debit card or debit card information.

Hold - When funds from a check deposit are delayed. (*see the Funds Availability Policy disclosure for details*)

Posting - The process of clearing transactions that occurs each night. When a transaction posts, this is reflected in your ledger balance.

Account Management Tips

Here are the top ten ways you can manage your account effectively:

1. Write down your recurring transactions, including expected service charges.
2. Write down your transactions as you complete them and keep a running balance.
3. Sign up for online banking and notifications and keep track of your account daily.
4. Notify the bank immediately if you notice a transaction that posts in error.
5. When determining how much money you have in your account, go by your register balance, not the bank's balance. *(Explained under Recordkeeping.)*
6. Check your register balance before you use your debit card to ensure you have the funds available. Otherwise, the transaction may be approved and cause an overdraft later.
7. If you use a non-Woodforest ATM, record the Woodforest fee and the other bank's fee in your register.
8. If you have a deposit that's on hold, wait until funds are in your available balance before using them or you could incur a fee.
9. If you are expecting a direct deposit, verify that it is included in your available balance before using the funds.
10. If you do overdraw your account, make a deposit as soon as possible to cover the overdraft and the fee. Failure to do so could cause a chain reaction as more transactions post and more fees are charged.

Ask us about ***ReLi***®, a revolving line of credit available when you need it. This line of credit provides quick and easy access to your funds while building credit history.

Your Account Balance

When viewing account balances through online banking or an ATM, you'll notice two balances: Ledger Balance and the Available Balance.

Ledger Balance: The "official" balance on your account. It includes all transactions that have posted to your account as of the last business day. At Woodforest, we post transactions 7 days a week.

Available Balance: Your ledger balance, plus or minus any pending transactions.

As you can see, a pending transaction can be a credit or a debit. In this situation, the amount of pending credits is greater than the amount of pending debits, so the available balance is more than the ledger balance.

Withdrawals or Debits

As previously explained, when you withdraw cash or instruct the bank to pay a third party, you initiate a debit from your account. There are a variety of transaction types to be aware of. The time it takes for the transaction to post will depend on the type of transaction, such as Check, Debit Card, Direct Debit, or Bill Pay Payment.

Example:

Ledger Balance	**$462.58**
Pending: ACH Credit Payroll	+ $998.72
Pending: POS Debit Restaurant	- $5.62
Pending: ACH Debit Insurance	- $123.85
Available Balance	**$1,331.83**

Looking for more financial education?

- Woodforest Banking GPS: www.woodforest.com
- FDIC Money Smart: www.fdic.gov/moneysmart
- Building Wealth: www.dallasfed.org/ca/wealth

All loan products are subject to credit approval. For complete details regarding our products, services, and related fees, please speak with a retail banker.

Revised: 8-1-2024

Using Your Debit Card

Using your Woodforest Debit Card gives you a fast, easy, and secure way to make purchases. When you use your debit card to purchase goods or services in person, you may experience multiple options when completing your purchase depending on the merchant. If you select Credit you may be required to sign a receipt to authorize the transaction. If you select Debit You may be required to enter your 4 digit pin number to authorize the transaction. Selecting Debit may allow you to receive cash back during the transaction at participating merchants. You may not be prompted to enter your pin or sign a receipt on low value transactions at certain merchants.
When using your debit card for purchases online, over the phone, bill pay, or pay at the pump gas stations, you may be asked to enter additional information to authorize the purchase (such as zip code, 3 digit security code, or expiration date).

Pre-Authorizations
When you make a purchase using your debit card, the merchant may submit a pre-authorization to ensure your account is active and sufficient funds are available for the transaction. The pre-authorization amount request may vary by merchant, and the pre-authorized amount could differ from the final posting amount. Many merchants will submit a pre-authorization for the exact amount of the transaction. Some merchants may submit a pre-authorization for a lesser amount, such as $1.00 (e.g. gas pay at the pump), to validate the account is active. Specific merchants (e.g. hotels, rent-a-car, cruise lines, etc.) are allowed to submit a pre-authorization for the expected amount of the stay, gratuity, or rental in full. This may result in the pending transaction being different from the final purchase amount. For these reasons, it is important to go by the balance you have calculated for yourself, not your available balance.

For example, at a restaurant your final bill is $100.00 which is pre-authorized against your account. You approve the merchant to apply a $20.00 tip. The amount pending on your account is $100.00 until the merchant submits the final purchase amount of $120.00.

It may take several business days before the merchant submits the final purchase amount to your account. When the final transaction is received by Woodforest, the pending transaction will be removed and the final purchase amount will be posted to your account. For most merchants, this occurs within 3 to 5 business days.

Debit Card Transactions and Your Available Balance

A transaction may still overdraw your account, and incur fees, even if the funds appeared to be available at the time you completed the transaction. Other outstanding transactions, such as ACH, checks, or debit card transactions for which no temporary hold was placed or the temporary hold has been removed, may not be reflected in your available balance on record at the bank and could be presented for payment to the bank before the subject transaction. For consumer accounts, no OD item fee is charged for ATM or everyday debit card transactions unless you Opt In for those transaction types. We recommend you track all your outstanding transactions and determine your available balance based on your records.

For consumer accounts: If an overdraft fee is assessed on an ATM or everyday debit card transaction that the bank identifies was authorized by the bank when an available balance existed in the related primary account sufficient to cover the amount of such transaction at the time of the authorization and such transaction later posts to the account in an equal or lesser amount when your account balance is insufficient to cover the amount of the transaction, the bank will automatically refund the associated overdraft fee(s) for such transaction promptly, typically within two hours, following the assessment of the overdraft fee(s). During the time between the assessment of the overdraft fee(s) and any refund of the overdraft fee(s), you will not have access to the amount of funds equal to the overdraft fee(s), which could result in the decline of any debit card transaction(s).

Recordkeeping
Good recordkeeping is the key to managing your account successfully. Here's what you'll need in your toolbox to keep it all straight:

- A register or other log to record transactions
- A pencil
- A calculator
- A way to check yourself (online banking, email notifications, etc.)

Recordkeeping Steps

1) **Enter recurring transactions in your register or log.** It's likely you have transactions that clear your account every month at the same time for the same amount. This could be a regular paycheck, car or mortgage payment, or an insurance premium.
2) **Enter each transaction as it happens.** It takes a few seconds, but can save time and money in the long run. If you put it off, you are likely to forget, or be overwhelmed by the number of transactions and abandon the recordkeeping process all together. Each time you enter a transaction, re-calculate your balance. This is your real balance, and may be different from the balance the bank shows because certain debits and credits have not cleared your account.
3) **Check off each transaction as it clears.** Decide which form of account reconciliation works for you. Whether you use online banking, notifications, or telephone banking, be consistent with the resource you use. When all transactions have cleared, the balance in the register should match the balance at the bank.

We provide you with several free easy-to-use options to access your account information, such as Online Banking, Email Notifications, and Telephone Banking.

Fraud Prevention

Identity theft is becoming more common every day. Actively protecting your personal information and keeping a close eye on your account activity are the best ways to defend against this type of fraud. Here are ten tips for preventing fraud:

1. If you lose your debit card or it's stolen, contact the bank immediately so the card can be cancelled. (1-866-682-7045)
2. If you notice an unauthorized transaction, contact the bank immediately and report it, so we can begin an investigation.
3. Never write down your debit card PIN or share it with anyone.
4. Never write down or share your online banking login information.
5. Shred financial documents and paperwork that contain personal information before you discard them.
6. Don't carry your Social Security card in your wallet. Give out your Social Security number only if absolutely necessary.
7. Don't give out personal information through phone, mail, or the Internet, unless you know who you're dealing with.
8. Never click links sent in unsolicited email. Use firewalls, anti-spyware, and anti-virus software to protect your home computer.
9. Don't use an obvious PIN or password like birth date, mother's maiden name, or part of your Social Security number.
10. Keep personal information in a secure place at home, especially if you have roommates, or have work done in your house.

FACTS WHAT DOES WOODFOREST NATIONAL BANK DO WITH YOUR PERSONAL INFORMATION?

Why?

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

What?

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

- Social Security number and income
- Account balances and payment history
- Credit history and checking account information

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

How?

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

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

Questions? **Call toll-free 1-877-968-7962 or go to www.woodforest.com**

WOODFOREST® NATIONAL BANK

www.woodforest.com

MEMBER FDIC

WOODFOREST IS AN EQUAL OPPORTUNITY EMPLOYER

EQUAL HOUSING LENDER

Who we are	
Who is providing this notice?	Woodforest National Bank (“Woodforest”)

What we do	
How does Woodforest protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also limit access by our employees to information that we believe is reasonably necessary to maintain your accounts, complete a transaction that you authorized, or otherwise meet your needs.
How does Woodforest collect my personal information?	We collect your personal information, for example, when you • open an account or deposit money • pay your bills or apply for a loan • use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can’t I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates’ everyday business purposes–information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. *Our affiliates include financial companies such as* • *investment companies* • *insurance companies*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. *We don’t share with nonaffiliates so that they can market to you.*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. *Our joint marketing partners include financial services companies.*

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