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## CONSUMER 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 all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**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. This document also includes other regulatory disclosures, including but not limited to Truth-in-Savings, Expedited Funds Availability, Electronic Funds, and Fee Schedule. Please read this carefully and retain it for future reference. When you open an account or conduct a transaction on your account after it is opened, you are agreeing to the terms of this Agreement. It is a legally binding contract. The terms of this Agreement and our pricing or banking services may be changed from time to time by the Bank. Changes will generally be accomplished by written or electronic notice to you. The notice may be included on or with your account statement. It will explain what change has occurred and instruct you to obtain a current version of the Agreement at your local branch or online at our website, [www.classic.bank](http://www.classic.bank). Continued use of your account following a notice constitutes your acceptance of our changes. Upon the effective date of a change, the current revised version of the Agreement will govern your account, regardless of whether you obtained a copy from your branch or online. If your account was originally with a prior financial institution, the terms of this Agreement supersede any prior agreements, representations or understandings you may have had with that institution. If a language preference is requested, we may provide a translated version of our materials and documents. The English version of such documents shall be the governing documents for all purposes. The contractual language to be observed for any formal notices is English. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of Texas 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). 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 agreement 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," "us" and "bank" mean Classic Bank, N.A. 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. "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. If you use this account for business or commercial purposes, this Agreement will not apply to you because such provisions only apply to the Bank's customers who establish accounts primarily for personal, family or household purposes ("Consumer Customers"). The provisions in our Business Deposit Account Terms and Conditions apply to accounts that are used primarily for business purposes.

**LIABILITY** - 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.

**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 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 may 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 refuse to accept a check for deposit; we may also 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. Restrictions apply to Mobile Deposits. Each digital check image transmitted for deposit must be endorsed with the restrictive endorsement as prescribed in our Mobile Deposit Terms and Conditions.

#### **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. Checks and withdrawal forms must be written and signed in blue or black ink, so they are readable. 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.

We reserve the right to charge back any cashed items against the account of the individual cashing the check.

#### **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) 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 and nonsufficient funds (NSF) 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 or an NSF 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 either situation, we can charge you a fee.

If you use our Overdraft Protection Program and we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough money in your account as an NSF transaction, regardless of whether we cover the transaction or the transaction is rejected.

**Determining your account balance** - Your debit items are presented for authorization and settlement against your account accessible balance. The accessible balance is your previous day's ending ledger balance, plus or minus the current day's activity, minus holds (e.g., legal actions, temporary Visa debit authorizations, and deposits that are not yet available for withdrawal due to delayed availability under our Funds Availability Policy), plus available Overdraft (if applicable), plus any other funds available to the account from all other related contributing accounts (if applicable). When your accessible balance is less than the amount of the items presented for payment, and we pay the items, you will have a negative (overdrawn) balance, and may incur an overdraft fee.

**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.

**Nonsufficient funds (NSF) fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**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. 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 "Payment order of items" subsection below.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, onsite Branch ATM's, mobile app, or coming into one of our branches.

**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 disclosure (generally titled, "Your Ability

to Withdraw Funds") 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 available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item 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 available funds.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**Payment order of items** - 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. 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.

Our policy is to process ATM transactions first, in the order they are received on the day they are processed. We process wire transfers second, in the order they are received on the day they are processed. We process over-the-counter items third, in the order they are received on the day they are processed. We process point-of-sale (POS) items fourth, in the order they are received on the day they are processed. We process ACH transactions fifth, in the order they are received on the day they are processed. We process transit checks sixth, in numerical order (by check number) on the day they are processed.

If one or more checks, items, or transactions are presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. We will not charge you a fee for paying an overdraft of an ATM or one-time (sometimes referred to as "everyday") debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and one-time 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.

**UNIFORM SINGLE-PARTY OR MULTIPLE-PARTY ACCOUNT SELECTION FORM NOTICE** - 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.

**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.

**STOP PAYMENTS** - 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. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by automation. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

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 a dated, authenticated record 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).

**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. 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.

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 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 Truth-in-Savings disclosure or in another document. 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.

**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 or record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

**STATEMENTS - 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 payments, 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 any 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 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 30 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 30-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 30 days. Failure to examine your statement and items and report any errors to us within 30 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 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.

**ACCOUNT CONVERSION** - We reserve the right to convert your account to another type of account in which you are eligible, if we determine you are not eligible for your established account.

**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, 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** - 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.

*We are authorized to exercise our right of setoff or security interest rights against the funds credited to your balance after your death. We have these rights even if a "payable on death" payee has rights to the account.*

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.

**RESTRICTIVE LEGENDS** - We do not honor any restrictive legend on checks you write.

**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.

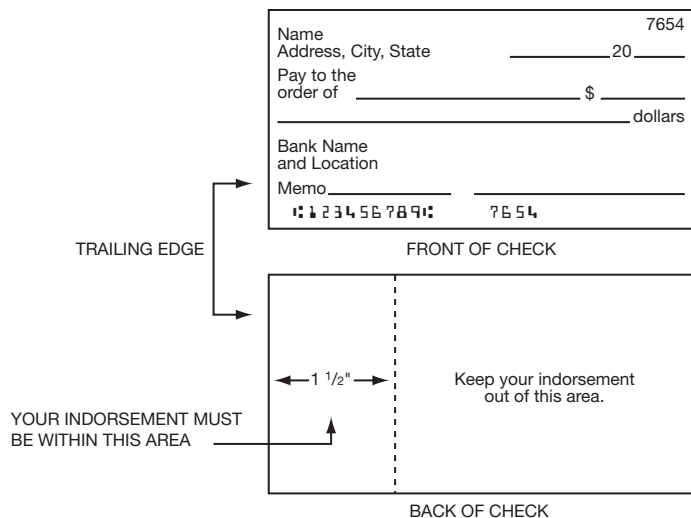
**CHECK PROCESSING** - We process items mechanically by relying on image and character recognition technology, or the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed. 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.

**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.

**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 -

**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., an ATM card) 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 with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your 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 (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**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. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. 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.

**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.

**MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

**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 every day/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. 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.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state of Texas. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. Special procedures apply to outgoing wire transfers. Generally, outgoing wires must be originated in person; or in accordance with a pre-arranged written agreement or authenticated record. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**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.

**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.

#### Arbitration Agreement

##### **WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT**

**Agreement to Arbitrate.** By signing the deposit account signature card or opening, or continuing to use the account you agree to these deposit account terms and conditions, which include this Waiver of Jury Trial and Arbitration Agreement, you and your representatives (including, without limitation, those persons with authority to access any of your deposit accounts with us) agree to resolve all disputes involving Classic Bank, National Association, or any of our affiliates or related third parties (collectively, the "Bank") through arbitration. The Bank also agrees to resolve all disputes with you and your representatives through arbitration. At arbitration, disputes shall be resolved in accordance with the commercial arbitration rules of the American Arbitration Association as supplemented by the procedures for consumer-related disputes (the "Rules"), and an arbitrator will be selected in accordance with the Rules. Arbitrators shall have no authority to award punitive or exemplary damages. The Rules are available on the website of the American Arbitration Association, <http://www.adr.org>.

**Exception to Agreement to Arbitrate.** There is one exception to our agreement to arbitrate. You, your representatives and the Bank may resolve disputes in small claims court.

**Jury Trial Waiver.** By signing the deposit account signature card or opening, or continuing to use the account you agree to these deposit account terms and conditions, which include this Waiver of Jury Trial and Arbitration Agreement, you and your representatives give up your right to have a trial by jury and waive your right to have a trial by jury to resolve any disputes involving the Bank.

**Class Action Waiver.** By signing the deposit account signature card or opening, or continuing to use the account you agree to these deposit account terms and conditions, which include this Waiver of Jury Trial and Arbitration Agreement, you

and your representatives give up your right to serve as a class representative for, or participate as a member of, a class action, whether in court or in arbitration, in connection with a dispute involving the Bank.

**Arbitration Process and Location.** If you want to arbitrate a dispute, then you must send us written notice – by certified mail to 102 North Houston Avenue, Cameron, Texas 76520 – that you want to arbitrate the dispute.

You then must contact the American Arbitration Association (1-800-778-7879) (<http://www.adr.org>) to start your case. After we receive the certified mailing, we will respond to your complaint within the time frame set forth in the Rules. Arbitration will occur in Milam County, Texas. Any party that desires to enforce an arbitration award in court may seek enforcement of the arbitration award only in, and such award shall be enforceable only by, courts in Milam County, Texas having jurisdiction thereof. Each party to the arbitration shall bear all of its costs and expenses related to the arbitration, provided that the arbitration award may include the payment of such costs and expenses.

**Survival of Obligations under this Waiver of Jury Trial and Arbitration Agreement; Severability.** The obligations of you, your representatives and the Bank under this Waiver of Jury Trial and Arbitration Agreement will survive the closure of your deposit account(s) with us and the termination of all of your business with us. If any part of this Waiver of Jury Trial and Arbitration Agreement related to the agreement to arbitrate disputes is found to be unenforceable, then none of the provisions regarding arbitration will apply but the Jury Trial Waiver shall continue to apply. The enforceability of this Waiver of Jury Trial and Arbitration Agreement may be decided solely by a court of competent jurisdiction in Milam County, Texas and not by an arbitrator or an arbitration panel.

**Right to Withdraw.** You may withdraw from your arbitration obligations under this Waiver of Jury Trial and Arbitration Agreement by providing us written notice, by certified mail to 102 North Houston Avenue, Cameron, Texas 76520, which notice must state that you are withdrawing and must be postmarked no later than 30 calendar days after you sign the deposit account signature card or open the account. Accordingly, if you sign the deposit account signature card or open the account on January 1, you must give us written notice by January 31.

**ACKNOWLEDGMENTS.** YOU ACKNOWLEDGE THAT BY SIGNING THE DEPOSIT ACCOUNT SIGNATURE CARD OR OPENING, OR CONTINUING TO USE THE ACCOUNT YOU AGREE TO THESE DEPOSIT ACCOUNT TERMS AND CONDITIONS, WHICH INCLUDE THIS WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT, YOU GIVE UP IMPORTANT RIGHTS AND YOU UNDERSTAND THAT YOU ARE GIVING UP THOSE RIGHTS.

**LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT OR ANY APPLICABLE SEPARATE AGREEMENT, AND EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, OUR LIABILITY TO YOU IS LIMITED TO DAMAGES ARISING DIRECTLY FROM OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE IN THE PERFORMANCE OF OUR OBLIGATIONS RELATED TO YOUR ACCOUNTS. YOU RELEASE AND AGREE TO HOLD HARMLESS, DEFEND, AND INDEMNIFY US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, CONTROLLING PERSONS, AGENTS, REPRESENTATIVES AND CUSTOMERS AND OUR RESPECTIVE SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL LIABILITIES, DEMANDS, CLAIMS, ACTIONS OR CAUSES OF ACTION, ASSESSMENTS, LOSSES, DAMAGES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES) AND ALL FINES, PENALTIES AND INTEREST THEREON AS A RESULT OR ARISING DIRECTLY OR INDIRECTLY OUT OF: (I) OUR ACTS OR OMISSIONS IN CONNECTION WITH OUR OBLIGATIONS RELATED TO YOUR ACCOUNTS, IF SUCH ACTS OR OMISSIONS ARE IN ACCORDANCE WITH YOUR INSTRUCTIONS, THE INSTRUCTIONS OF YOUR REPRESENTATIVE OR THE TERMS OF THIS AGREEMENT, (II) ANY BREACH OF YOUR REPRESENTATIONS OR WARRANTIES, OR OTHER ACTS OR OMISSIONS OF YOU OR YOUR AUTHORIZED REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, YOUR VIOLATION OF APPLICABLE LAWS OR REGULATIONS; (III) ANY ACTS OR OMISSIONS OF THIRD PARTIES (INCLUDING, WITHOUT LIMITATION, OTHER FINANCIAL INSTITUTIONS, ANY FEDERAL RESERVE BANK, AUTOMATED CLEARINGHOUSES, AND ANY OTHER THIRD PARTY WITH WHICH WE MAY CONTRACT IN CONNECTION WITH OUR OBLIGATIONS RELATED TO YOUR ACCOUNTS), IF SUCH ACTS OR OMISSIONS ARE IN ACCORDANCE WITH YOUR INSTRUCTIONS, THE INSTRUCTIONS OF YOUR REPRESENTATIVES OR THE TERMS OF THIS AGREEMENT; AND (IV) ANY ACT OR OMISSION BY YOU, YOUR AUTHORIZED REPRESENTATIVES OR, IF YOU ARE A COMMERCIAL CUSTOMER, ANY OF YOUR DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, AFFILIATES, OR CONTROLLING PERSONS, IN CONNECTION WITH, OR ANY INTENTIONAL OR UNINTENTIONAL FAILURE BY YOU, YOUR AUTHORIZED REPRESENTATIVES OR, IF YOU ARE A COMMERCIAL CUSTOMER, ANY OF YOUR DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, AFFILIATES, OR CONTROLLING PERSONS, TO COMPLY WITH, UTILIZE OR FOLLOW, INFORMATION SECURITY PROCEDURES AND PROTECTIONS, INCLUDING, WITHOUT LIMITATION, ANY ACT, OMISSION OR FAILURE RELATED TO ACCESS NUMBERS, PASSWORDS, LOG-IN IDENTIFICATIONS, SECURITY TOKENS, PERSONAL IDENTIFICATION NUMBERS, PASSCODES AND ACCOUNT NUMBERS ASSIGNED TO YOU. YOU AGREE THAT WHEN APPLICABLE LAW REQUIRES US TO EXERCISE ORDINARY CARE, SUBSTANTIAL COMPLIANCE WITH THE PROCEDURES ESTABLISHED BY US



SHALL BE DEEMED TO CONSTITUTE THE EXERCISE OF ORDINARY CARE, AND YOU AGREE THAT OCCASIONAL, UNINTENTIONAL DEVIATIONS BY US FROM THE PROCEDURES SET FORTH HEREIN SHALL NOT BE DEEMED A FAILURE TO EXERCISE ORDINARY CARE AS TO THE TRANSACTIONS WITH RESPECT TO WHICH ANY SUCH DEVIATIONS OCCUR.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER YOU OR WE BE LIABLE TO EACH OTHER FOR ANY LOSS OF PROFITS, INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES.

UNDER NO CIRCUMSTANCES WILL EITHER YOU OR WE BE RESPONSIBLE FOR ANY DELAY OR FAILURE TO ACT IN CONNECTION WITH YOUR ACCOUNTS OR THIS AGREEMENT IF THE FAILURE OR DELAY IS DUE TO CIRCUMSTANCES BEYOND YOU OR OUR CONTROL INCLUDING WITHOUT LIMITATION: STRIKES OR LOCKOUTS; FIRE OR OTHER CASUALTY; RISK OR CIVIL COMMOTION; ACTS OF WAR OR TERRORISM; WINDSTORMS, EARTHQUAKES, FLOODS OR OTHER ACTS OF GOD; DELAY IN TRANSPORTATION; GOVERNMENT REGULATION OR INTERFERENCES; INTERRUPTION OR DELAY IN THE INTERNET, TELECOMMUNICATION OR THIRD PARTY SERVICES; FAILURE OF THIRD PARTY SOFTWARE OR HARDWARE, OR INABILITY TO OBTAIN RAW MATERIALS, SUPPLIES, OR POWER.

THE RIGHTS AND OBLIGATIONS OF YOU AND US UNDER THIS PROVISION SHALL BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS AND OBLIGATIONS OF YOU AND WE IN ANY OTHER AGREEMENT RELATED TO YOUR ACCOUNTS WITH US.

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## SUB ACCOUNTING NOTICE

All checking accounts consist of a checking sub account and a savings sub account. The Bank may periodically transfer funds between these two sub accounts. On a sixth transfer during a calendar month, any funds in the savings sub account will be transferred back to the checking sub account. If your account is a product on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non-interest bearing. The savings sub account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

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## NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to customers before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

**We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.**

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## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. 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 other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur 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. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account 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 to be accepted into your checking, savings, or money market 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 account 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.

**ATM Transfers - types of transfers, dollar limitations, and charges** - You may access your account(s) by ATM using your Visa® Check Card and personal identification number, to:

- get cash withdrawals from checking or savings account(s)
  - you may withdraw no more than \$1,000.00 per day
  - there is a charge of \$2.00 per withdrawal at ATMs we do not own or operate
- make deposits to your checking or savings accounts (restrictions apply)
- transfer funds from savings to checking and from savings to savings account(s)
  - there is a charge of \$2.00 per transfer at ATMs we do not own or operate
- transfer funds from checking to savings and from checking to checking account(s)
  - there is a charge of \$2.00 per transfer at ATMs we do not own or operate
- get information about:
  - the account balance of your checking or savings accounts
  - there is a charge of \$2.00 per inquiry at ATMs we do not own or operate

Some of these services may not be available at all terminals.

**Types of Visa® Check Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations** - Using your card:

- you may not exceed \$5,000.00 in transactions per day.

**Currency Conversion and International Transactions.** When you use your Visa® Check Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a 1% International Service Assessment on all international transactions regardless of whether there is a currency conversion. We pass this international transaction fee on to you. An international transaction is a transaction where the issuer of the card used is not located in the transaction country. This means an international transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is an international transaction even though made while you are physically in the United States.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

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

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

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

The additional limits to liability and streamlined error resolution procedures are not applicable to non-consumer accounts.

**Check card** will remain in activation status for six months. If the card is not used within six months, the status will change to inactive and any attempted transactions will be declined. After 12 months of inactivity the check card will close and any attempted transactions will be declined.

**Telephone Banking - "Call Classic" - types of transfers** - You may access your account(s) by telephone by dialing 866-421-2289, and using your personal identification number (PIN), to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- make payments from checking to loan account(s) with us
- make a stop payment order
- activate debit cards

- get information about:
  - the account balance of checking, savings, and loan accounts
  - the last 10 deposits to checking or savings accounts
  - the last 10 withdrawals from checking or savings accounts

**Online Banking/Mobile Banking - types of transfers** - You may access your account(s) by computer or through a mobile device by logging onto our website at [www.classic.bank](http://www.classic.bank) or our mobile app and using your password and user identification, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- make payments from checking to loan account(s) with us
- make payments from checking or savings to third parties
  - restrictions apply
- make payments from savings to loan account(s) with us
- make mobile deposits (restrictions apply)
- get information about:
  - the account balance of checking or savings account(s)
  - the last 45 days deposits to checking or savings accounts
  - the last 45 days withdrawals from checking or savings accounts
  - the last 13 months statement history - based on the date of your enrollment for electronic statements

#### FEES

- We do not charge for direct deposits to any type of account.
- An excess withdrawal fee will be imposed when the number of transactions per month or statement cycle exceeds the number allowed by certain accounts.

Except as indicated elsewhere, 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 1-866-421-2289 to find out whether or not the deposit has been made.
- **Periodic statements.**

You will get a monthly account statement from us for your checking or money market accounts.

You will get a monthly account statement from us for your savings accounts, 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 regular 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.

We will charge you \$30.00 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 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) There may be other exceptions stated in our agreement with you.

#### CONFIDENTIALITY

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

- (1) where it is necessary for completing 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) as disclosed in our Privacy Notice; or
- (5) if you give us your written permission.

#### UNAUTHORIZED TRANSFERS

**(a) Consumer liability.** *Generally.* Tell us AT ONCE if you believe your card and/or code 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 limit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code 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 code, and we can prove we could have stopped someone from using your card and/or code 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, code 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.

• **Additional Limit on Liability for Visa® Check Card.** Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® Check Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code 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.

#### 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 (5 business days for Visa® Check Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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 (5 business days for Visa® Check Card point-of-sale transactions processed by Visa and 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 credit your account. 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.



CONTACT US AT:  
CLASSIC BANK, NATIONAL ASSOCIATION  
102 NORTH HOUSTON AVENUE  
P.O. BOX 835  
CAMERON, TEXAS 76520  
Business Days: Monday through Friday  
Federal Holidays are not included.  
Phone: (254) 697-6461  
MORE DETAILED INFORMATION IS AVAILABLE  
ON REQUEST

#### NOTICE OF BASIC SAFETY PRECAUTIONS FOR CHECK CARD AND NIGHT DEPOSIT FACILITY USERS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM), night deposit facility or using your Check card to make purchases on the Internet. For your own safety, remain aware of the surroundings and exercise caution. 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.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always keep your ATM receipts secure. Don't leave them at the ATM or night deposit facility because they may contain important account information. Shred your ATM receipts once they are no longer needed.
3. Don't lend your Check card to anyone.
4. Remember, do not leave your card at the ATM. Any card left at the ATM will be destroyed. Do not leave any financial documents at a night deposit facility or lying out unsecured.
5. Protect the secrecy of your Personal Identification Number (PIN). Protect your Check card as though it were cash. If your card has an embedded chip, consider keeping the card in a safety envelope to avoid undetected and unauthorized scanning. Don't tell anyone your PIN. Don't give anyone information regarding your Check card or PIN over the telephone or Internet. If your Check card can be used to make purchases, only consider providing card information over the telephone or the Internet if it is to a trusted merchant and for a call or transaction initiated by you – and never provide the merchant with the PIN to your Check card.
6. Protect against ATM and Internet fraud. Promptly compare your monthly account statements or the account histories that you receive against your ATM and other receipts. If you make a purchase on the Internet, end the transaction by logging out of the website instead of just closing the web browser.
7. Inspect an ATM before you use it. Look for possible tampering, or for the presence of an unauthorized attachment (skimmer) that could capture your PIN or other information from your card. 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.
8. Protect the security of your PIN. Ensure no one can observe you entering your PIN into the ATM. An example of preventing others from seeing you enter your PIN is by using your body or hand to shield their view.
9. If you lose your Check 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.
10. When you make a transaction, remain aware of your surroundings and exercise caution when withdrawing funds. 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.
11. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
12. 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, put your card away and leave. You might consider using another ATM or coming back later.
13. Don't display your cash; put it away as soon as the ATM transaction is completed and wait to count the cash until you are in the safety of a locked enclosure such as your car, home, or in another secure area.
14. 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.
15. 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.
16. If purchasing online with your Check card, end transactions by logging out of websites, don't just close the web browser.

## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all deposit accounts.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

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.

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

If you make a deposit at an ATM or using Mobile Deposit before 4:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM or using Mobile Deposit after 4:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

#### LONGER DELAYS MAY APPLY

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the 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.

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your 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 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 account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth 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 \$5,525 will not be available until the second business day after the day of your deposit.

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

## SUBSTITUTE CHECKS AND YOUR RIGHTS

### What is a substitute check?

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

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### What are my rights regarding substitute checks?

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

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Classic Bank  
102 North Houston Avenue  
P.O. Box 835  
Cameron, TX 76520  
(254) 697-6461

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

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

## TRUTH-IN-SAVINGS DISCLOSURE

### CLASSIC FREE CHECKING

**Minimum balance to open the account** - You must deposit \$50.00 to open a Classic Free Checking account.

### CLASSIC INTEREST CHECKING

**Minimum balance to open the account** - You must deposit \$50.00 to open a Classic Interest Checking account.

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account. The interest rate and annual percentage yield (APY) for your account are included on the rate sheet at the end of this disclosure.

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

**Compounding and crediting frequency** - Interest will be compounded daily. Interest will be credited to your account every month.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

### REALCashBack®

#### ELIGIBILITY REQUIREMENTS

This product is available only to consumers (not available to business purpose accounts). This product is not available to Reward Checking customers. (*Only one "reward" product per person, as determined by the social security number of the primary owner.*)

#### To qualify for REALCashBack rewards, you must:

- Have at least ten (10) debit card purchases greater than or equal to \$5.00 post and settle to the account PER MONTHLY QUALIFICATION CYCLE (*Note: ATM transactions do not count as qualifying debit card transactions for purposes of earning rewards within this account. Debit card transactions processed by merchants and received by the bank as ATM transactions do not count towards qualifying debit card transactions. Only debit card transactions processed by merchants and received by the bank as POS transactions count towards qualifying debit card transactions. Transactions may take one or more banking days from the date the transaction was made to post to and settle an account.*).
- Have at least one direct deposit or one automatic payment (e.g., ACH debit or credit, or on-line banking bill pay transaction) post and settle to the account PER MONTHLY QUALIFICATION CYCLE,
- Be enrolled in online banking,
- Consent to receive all account related disclosures and monthly statements electronically (e-statement), and

*Please note, the debit card and bill pay transactions MUST post to and settle your account during the Monthly Qualification Cycle. They may not be in a pending status to qualify as one of the qualifications. Transactions may take one or more banking days from the date the transaction is made to post to and settle an account.*

*Qualifying Purchase means a debit card purchase in an amount greater than or equal to \$5.00.*

*Enrollment in online banking and electronic statements is required to meet certain qualifiers. Please contact us for details on how to enroll.*

**QUALIFICATION IS DETERMINED BASED ON TRANSACTIONS POSTED AND SETTLED TO YOUR ACCOUNT DURING THE QUALIFICATION CYCLE. MONTHLY QUALIFICATION CYCLE MEANS A PERIOD BEGINNING THE LAST BUSINESS DAY OF THE CURRENT MONTHLY STATEMENT CYCLE THROUGH THE SECOND TO LAST BUSINESS DAY OF THE FOLLOWING MONTHLY STATEMENT CYCLE.**

#### REALCashBack Rewards

**Cash Back** - When the monthly qualifications are met, you will receive 3% cash back, on total qualifying purchases up to \$300.00 that post to and settle your account during the Monthly Qualification Cycle. The cash back rewards will be credited to your account on the last day of your statement cycle.

**ATM Fee Refunds** - When the monthly qualifications are met, we will reimburse you up to \$15.00 for ATM fees imposed by other U.S. financial institutions during the statement cycle. The ATM fee refund will be credited to your account on the last day of your statement cycle.

#### Minimum Balance Requirements

You must deposit \$50.00 to open this account.

#### Monthly Service Charge

There is no monthly or annual service charge for this account.

#### Effect of Closing Account

You will not receive REALCashBack rewards if you close your account on or before the last day of your monthly qualification cycle.

#### Transaction Limitations

No limitations on the number or amount of deposits into or withdrawals from your account each month.

**Fees for special services such as Stop Payment orders will be imposed as applicable and in amounts listed on the Schedule of Fees.**

### REWARDChecking®

#### ELIGIBILITY REQUIREMENTS

This product is available only to consumers (not available to business purpose accounts). This product is not available to REALCashBack customers. (*Only one "reward" product per person, as determined by the social security number of the primary owner.*)

#### To qualify for REWARDChecking rates, you must:

- Have at least ten (10) debit card purchases post and settle to the account PER MONTHLY QUALIFICATION CYCLE (ATM transactions do not count as qualifying debit card purchases and do not count towards the 10 required transactions. Debit card transactions processed by merchants and received by the bank as ATM transactions do not count towards qualifying debit card transactions. Only debit card transactions processed by merchants and received by the bank as POS transactions count towards qualifying debit card transactions. Transactions may take one or more banking days from the date the transaction was made to post to and settle an account.).

- Have at least one direct deposit or one automatic payment (e.g., ACH debit or credit, or on-line banking bill pay transaction) post and settle to the account PER MONTHLY QUALIFICATION CYCLE,
- Consent to receive all account related disclosures and monthly statements electronically (e-statement), and

**QUALIFICATION IS DETERMINED BASED ON TRANSACTIONS POSTED AND SETTLED TO YOUR ACCOUNT DURING THE QUALIFICATION CYCLE. MONTHLY QUALIFICATION CYCLE MEANS A PERIOD BEGINNING THE LAST DAY OF THE CURRENT MONTHLY STATEMENT CYCLE THROUGH THE SECOND TO THE LAST BUSINESS DAY OF THE FOLLOWING MONTHLY STATEMENT CYCLE.**

#### **Monthly Service Charge**

There is no monthly or annual service charge for this account.

#### **Tiered Variable Rate Information**

The interest rate and annual percentage yield (APY) for each balance level may change and are included on the rate sheet at the end of this disclosure.

#### **Determination and Frequency of Rate and Tier Threshold Levels**

At our discretion, we may periodically change the interest rates, annual percentage yields (APY) and/or Tier Threshold Level for this account.

#### **Limitations on Rate or Tier Threshold Level Changes**

There are no maximum or minimum interest rate or Tier Threshold Level limits for this account.

#### **Compounding and Crediting**

Interest will be compounded daily. Interest will be credited to your account every month.

#### **Effect of Closing Account**

Interest will not be paid if you close your account prior to the end of a statement cycle.

#### **To Obtain the Annual Percentage Yield**

No minimum balance is required to obtain the annual percentage yield.

#### **ATM Fee Refunds**

When the monthly qualifications are met, we will reimburse you up to \$15.00 for ATM fees imposed by other U.S. financial institutions during the statement cycle. The ATM fee refund will be credited to your account on the last day of your statement cycle.

#### **Minimum Balance Requirements**

You must deposit \$50.00 to open this account. No minimum balance is required to avoid the imposition of fees.

#### **Transaction Limitations**

No limitations on the number or amount of deposits into or withdrawals from your account each month.

#### **Balance Computation Method**

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account every day. The balance that we use when calculating interest is the ledger balance. This means interest begins to accrue on the business day you deposit non-cash items (for example, checks).

### **MONEY MARKET**

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account. The interest rate and annual percentage yield (APY) for your account are included on the rate sheet at the end of this disclosure.

**Compounding and crediting frequency** - Interest will be compounded daily. Interest will be credited to your account every month.

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$2,500.00 to open a Money Market Deposit account.

**Minimum balance to avoid imposition of fees** - A service charge of \$15.00 will be imposed every statement cycle if the balance in the account falls below \$2,500.00 any day of the cycle.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$2,500.00 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction limitations** - Transfers from a Money Market account to another account or to third parties by automatic, or preauthorized transfers or by check, draft, or similar order to third parties are limited to six per statement cycle.

Unlimited withdrawals or transfers to other accounts of the same depositor and directly to the depositor are permitted when made by mail, messenger, automated teller machine, or in person.

A service charge of \$7.50 will be charged for each withdrawal in excess of six during a statement cycle.

### **STATEMENT SAVINGS**

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account. The interest rate and annual percentage yield (APY) for your account are included on the rate sheet at the end of this disclosure.

**Compounding and crediting frequency** - Interest will be compounded daily. Interest will be credited to your account every quarter.

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$50.00 to open a Statement Savings account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum daily balance of \$500.00 (\$100.00 for minors under 18 years of age) to obtain the disclosed annual percentage yield.

**Minimum balance to avoid imposition of fees** - A service charge of \$3.00 will be imposed every month if the account balance falls below \$500.00 any day of the month. This fee will not apply to minors under 18 years of age if certifying documentation has been filed with the bank.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction limitations** - Cash withdrawals or transfers from a Savings account to another account or to third parties by preauthorized, automatic, or telephone are limited to six per month. Unlimited transactions when made in person.

A service charge of \$3.00 will be charged for each withdrawal in excess of six during a month.

### **FEE SCHEDULE**

**The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.**

#### **Visa CheckCard/ATM Services**

ATM transactions and inquiries<sup>1</sup>:

Classic Bank ATMs .....	no charge
Non-proprietary ATMs (each transaction or inquiry) .....	\$2.00
Lost/replacement card (each).....	\$5.00
Expedited replacement card .....	\$60.00

#### **Teller Services**

Cashier's checks .....	\$5.00
Collection / draft items (incoming and outgoing, each item):	
Customers .....	\$15.00
Foreign Collection Items .....	\$20.00 plus correspondent bank fee
Currency & coin services (incoming and/or outgoing):	
Currency (per strap) .....	\$0.15
Coin (per roll).....	\$0.15
Money orders .....	\$3.00
Temporary checks:	
First package .....	no charge
Additional packages (each) .....	\$2.00

#### **Other Services**

Account activity printout (each) .....	\$3.00
Account balancing assistance (per hour, 1 hour min.) .....	\$20.00
Account closed within first 90 days after opening.....	\$20.00
(Classic Free Checking not subject to this fee.)	
Account protection transfer	
(Automatic Transfer from Deposit System Account) - one per day .....	\$5.00
Account research (per hour, 1 hour min.).....	\$20.00
Copies of research items (per item) .....	\$1.00
Research for items 3 years and older (per hour, 1 hour min.).....	\$50.00
Balance inquiry (each).....	\$2.00
Charge-backs (each) .....	\$5.00
includes deposited checks and other items returned unpaid	
Garnishment / Levy/Legal Process (each) .....	\$75.00
Internet banking.....	no charge
Internet banking external transfers .....	no charge
Internet bill pay services .....	no charge
Night depository services:	
Lock bag.....	\$20.00
Replacement night depository key (each) .....	\$5.00
Overdraft fee (per item) .....	\$30.00
(Includes overdrafts by check, in-person withdrawals, ATM and other electronic withdrawals, and deposited items returned unpaid)	
Notary service (available to customers) .....	no charge
Photocopies (per page) .....	\$2.00



Return deposited item re-clear fee (each) .....\$5.00  
 Returned mail (monthly) .....\$3.00  
 Safe deposit box rental (per year).....not available at all branches,  
 sizes and availability vary by branch.

Size	Fee
3 x 5	\$18.00
4 x 5	\$18.00
5 x 5	\$23.00
3 x 10	\$28.00
4 x 10	\$28.00
5 x 10	\$33.00
10 x 10	\$48.00

Replacement deposit box key (each) .....\$25.00

Deposit box drilling  
 -required for lost or damaged keys (each) .....current locksmith fee

**Statements:**

Duplicate statement mailed (each) .....\$5.00  
 Special statement cutoff (each) .....\$5.00  
 Special account handling (monthly) .....\$20.00  
 (e.g., watch signatures, dual signatures, etc.)

Stop payment (per item) .....\$30.00

Telephone transfers (each) .....\$3.00

Domestic Wire transfers - Outgoing (each) .....\$30.00

Domestic Wire transfers - Incoming (each) .....\$10.00

Foreign Wire transfers - Outgoing (each) .....\$50.00

Foreign Wire transfers - Incoming (each) .....\$10.00

\*The ATM owner may charge an additional transaction fee.

Fee Schedule Effective 01/02/2024

**YOUR ACCOUNT**

These are the accounts you have opened or inquired about. Further details about these accounts are inside this disclosure. If the figures are not filled in, please see the insert that is with this disclosure or your periodic statement.

☐ **CLASSIC FREE CHECKING**

☐ **CLASSIC INTEREST CHECKING**

The interest rate for your account is \_\_\_\_\_%

with an annual percentage yield of \_\_\_\_\_%.

☐ **REALCashBack®**

☐ **REWARDChecking®**

**Rate Information:**

**(Reward rate if account qualifications are met)**

- **Tier 1** - If your daily balance is less than \$15,001.00, the interest rate paid on the entire balance will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

- **Tier 2** - An interest rate of \_\_\_\_\_% will be paid only on the portion of your daily balance that is \$15,001.00 or greater, with an annual percentage yield of \_\_\_\_\_% to \_\_\_\_\_% depending on balance.

**(Base rate if account qualifications are not met)** The interest rate for your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

☐ **MONEY MARKET**

**Rate Information:**

- **Tier 1** - If your daily balance is \$2,499.99 or less, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 2** - If your daily balance is more than \$2,499.99, but less than \$25,001.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 3** - If your daily balance is more than \$25,000.99, but less than \$50,001.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 4** - If your daily balance is more than \$50,000.99, but less than \$100,001.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 5** - If your daily balance is more than \$100,000.99, but less than \$250,001.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 6** - If your daily balance is more than \$250,000.99, but less than \$500,001.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 7** - If your daily balance is more than \$500,000.99, but less than \$1,000,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 8** - If your daily balance is \$1,000,000.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

☐ **STATEMENT SAVINGS**

The interest rate for your account is \_\_\_\_\_%

with an annual percentage yield of \_\_\_\_\_%.



102 North Houston Avenue  
 Cameron, Texas 76520  
 254-697-6461

825 East Austin Street  
 Giddings, Texas 78942  
 979-542-6666

1707 West Cameron Avenue  
 Rockdale, Texas 76567  
 512-446-9444

493 Hwy. 71 West  
 Bastrop, Texas 78602  
 512-308-1882

12251 West State Highway 29  
 Liberty Hill, Texas 78642  
 512-778-6305

204 South 5th Street  
 Rosebud, Texas 76570  
 254-583-7931

204 West Highway 79  
 Thorndale, TX 76577  
 512-430-1321

[www.classic.bank](http://www.classic.bank)

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