



## Disclosure and Agreement for Savings and Transaction Accounts

Effective 04/01/2024

**SUBJECT TO YOUR RIGHT TO OPT-OUT, THIS DISCLOSURE & AGREEMENT FOR SAVINGS AND TRANSACTION ACCOUNTS REQUIRES ANY CLAIM YOU HAVE AGAINST US ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR YOUR ACCOUNT TO BE RESOLVED IN INDIVIDUAL BINDING ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE AND CLASS ACTION WAIVER APPEAR IN PART III, SECTION R. OF THIS AGREEMENT. THE TERMS OF THE ARBITRATION CLAUSE AND WAIVER OF CLASS ACTION DO NOT APPLY TO BUSINESS CUSTOMERS OR BUSINESS ACCOUNTS.**

### **PART I - INTRODUCTION**

#### **A. This Agreement**

This Disclosure and Agreement for Savings and Transaction Accounts contains the terms, conditions, liabilities, rights and responsibilities for all checking, money market and savings accounts at Capitol Federal® Savings Bank (the "Bank" or "Capitol Federal"). In addition, the Bank provides additional disclosures to you about your accounts and additional documents or terms relating to particular services, all of which (as they may be amended from time to time) are incorporated into this document by reference. These additional disclosures include (among others) your deposit account signature card and disclosures you are provided at the time you open a deposit account, as well as terms and conditions that apply to specific services. This Disclosure and Agreement for Savings and Transaction Accounts, the signature card and all disclosures provided at the time you open your deposit account and thereafter constitute the "Agreement". As used in this Agreement, the terms "we," "us" and "our" refer to the Bank and the terms "you" and "your" refer to the person(s) (whether one or more), partnership, corporation, association or other entity that maintains one or more savings or transaction accounts (each a "deposit account" or "account") with us.

This Agreement is a legally binding contract that can only be modified as provided in this Agreement. This Agreement is binding on your personal representatives, executors, administrators and permitted successors and assigns, and on our successors and assigns.

By establishing an account with us, you acknowledge and agree we are in no way acting as a fiduciary for you or for your benefit, even if your account is titled as a "trust account" or similar designation. You should READ and RETAIN the Agreement so that you can refer to it whenever you have a question about your deposit account. If you have any questions, please ask us.

#### **B. When this Agreement Becomes Effective**

This Agreement becomes effective and you shall be deemed to have accepted and agreed to be bound by its terms when we (1) accept your signed deposit account signature card or (2) open the account on our records and accept any deposit or process any other transaction on the account. A signature on your signature card provided by facsimile or electronic transmission shall have the same force and effect as an original signature and shall be binding upon you.

#### **C. Organization and Scope of Agreement**

Part I of this Agreement is an introduction to the Agreement. Part II governs ownership of deposit accounts in different capacities. Part III provides general terms for all savings and transaction accounts, and Part IV provides terms and conditions for the operation of savings and transaction accounts. Part V addresses electronic transactions.

This Agreement covers all types of deposit accounts we offer. Some deposit accounts, such as IRAs, HSAs and Coverdell Education Savings Accounts, involve special rules that are not set forth in this Agreement, but are included in other documents we provide to you. While this Agreement is generally applicable to these accounts, they also are subject to additional rules designed to address their unique characteristics.

#### **D. Applicable Law**

Your deposit relationship with us is governed primarily by this Agreement. It also is governed by the laws of the United States, the rules and regulations of the Board of Governors of the Federal Reserve System and various Federal Reserve Banks, the rules and regulations of applicable bank regulators and other governmental agencies, and the laws of the state where your account resides. Your account is deemed to "reside" in the state where our branch at which your account was originally opened is located, which may or may not be the state of which you are a resident. Accounts opened online will be deemed to reside in the State of Kansas. If any terms of this Agreement are found to be in violation of, or restricted by, applicable laws, those terms will be construed to conform to such law, but the rest of this Agreement will not be affected by such laws, and will remain in full force and effect.

#### **E. Section Headings**

Section headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

### **PART II - FORM OF ACCOUNT OWNERSHIP**

The terms of this Part II generally apply to all types of deposit accounts subject to the Agreement (unless otherwise specified).

#### **A. Classification of Account/Designation of Account Ownership**

The classification of your deposit account as a personal (consumer) account, trust or fiduciary account, or business account, title and the form of ownership for your account, are designated on the signature card you sign when you open the account. We may rely on the classification, title and form of ownership of your account as set forth on the signature card for all purposes relating to the account. The following provisions describe the rules applicable to the various classifications, titles, and forms of ownership available. Only the provisions relating to the classification, title, and form of ownership designated on your signature card apply to your account. If you wish to change the classification, title or form of ownership designated on your signature card, we may require you to close the account and open a new one.

Your signature on the signature card indicates your approval of how the account is set up and the accuracy of the title. If you have any questions as to the legal effect of the classification or form of ownership of your deposit account, you should consult your own attorney, as you bear the sole responsibility as to the legal effect of the creation of your account and how it is maintained with us. We assume no legal responsibility to inform you how the classification or form of ownership of your account affects your legal interests.

## **B. Individual Accounts**

By opening an account that is designated as an individual account, you are considered the sole owner of the account. If permitted by us, you may designate another person to write checks on the account (if applicable) without granting them any ownership interest in your account by executing an agency appointment or granting the person a power of attorney, in either case on a form acceptable to us. Otherwise, you will be the only person authorized to use the account. Upon your death, we will pay the account balance as determined by applicable state law.

## **C. Joint Account with Right of Survivorship**

A personal (consumer) account opened by two or more persons is treated as a "joint account," and we will treat the persons opening such an account as joint tenants with right of survivorship and not as tenants in common or tenants by the entirety. Upon the death of a joint tenant, the surviving owner has the right to all of the funds in the account, subject to our right of setoff and security interest in the account. If more than one joint tenant survives, they will own the account as joint tenants with right of survivorship and not as tenants in common. We may remove a deceased owner from a joint account upon proof of the owner's death.

Each owner of a joint account has complete control over all funds in the account and may withdraw or transfer by any means we make available any or all of the funds on deposit. Any joint owner may also close the account, enter into special agreements regarding the account, place or remove a stop payment order on the account, or create an overdraft in the account. We may act on the instructions of any joint owner without the authorization any other joint owner. Each joint owner guarantees the signatures of the other joint owners and authorizes the others to endorse for deposit any check, draft, or other payment order made payable to the owners jointly, subject to the Bank's further approval. Each joint owner also authorizes us to exercise our rights to setoff and enforce our security interest in the entire joint account, even if only one of the joint owners is the debtor; these rights exist irrespective of who contributed funds to the joint account. Similarly, we can enforce overdraft or other liability in the joint account against any joint owner individually, and each joint account owner agrees to be liable for all overdraft liability in the joint account, even if the joint owner did not sign or otherwise authorize the item creating the overdraft or receive any benefits from its proceeds. Garnishments against any one or more than one of the joint owners are subject to our right of setoff and security interest. Notice that we give to any one joint owner is notice to all joint owners.

## **D. Fiduciary Accounts**

Any individual acting as an agent, guardian, personal representative, trustee, custodian or in some other fiduciary capacity (collectively the "Fiduciary") must be designated as such on the Bank's account records. We will otherwise assume that the individual owns the account in his or her individual capacity. We are authorized to follow the directions of a Fiduciary regarding your account until we receive written notice the Fiduciary relationship has been terminated and have had a reasonable time to act upon the notice. We are not liable for the misapplication of funds from your account by your Fiduciary. Even if we have previously received a complete copy of the Agency Agreement, Trust Agreement, Court Order or other document under which the account is opened, we are authorized to follow the instructions of your Agent without determining if those instructions are contrary to or prohibited by such document.

If you establish an account as a Fiduciary, you will abide by the relevant law and notify us in writing immediately upon an event that terminates the Fiduciary relationship, including but not limited to, the death of the minor or adult for whom you act as a Fiduciary, or at the time the minor attains the age of maturity. After notifying us of an event that terminates the Fiduciary relationship, your authority over the account continues only to the extent allowed by law. If you fail to provide immediate notice to us of the termination of the Fiduciary relationship, we may honor any checks or drafts written on the account or other debits without incurring any liability to the beneficiary, and you will be liable to us for any loss or expense, including without limitation attorneys' fees and the cost of litigation, arbitration or other dispute resolution to the extent permitted by law, that we incur because of your failure to give prompt notice.

## **E. Trust Account**

If an account owner is designated as a trust, we may rely solely upon your representation made to us from time to time, as to who is the beneficiary of the trust. The beneficiary is identified by the trust document. We are not required to check the trust document to confirm your representation to us regarding the identity of the beneficiary. If, in our discretion, we determine that we should see the trust document, you must provide it to us. Unless otherwise prohibited by the terms of the trust agreement, you or your legally appointed guardian may revoke the classification of the deposit account as a trust in whole or in part, but only by the withdrawal of funds from the account. The trustee agrees to comply with all applicable laws as to his or her actions as trustee of the account. The obligations of the trustee, appointment of successor trustees, and all other matters relating to the operation of the trust itself are matters of applicable state law. A trust account is a non-personal account, and is not considered a "consumer" account.

## **F. Payable on Death Account**

You may designate an individual or joint account to be "payable on death" to a beneficiary by completing forms and providing documentation we request from you. No rights in an account with a payable on death designation vest in the designated beneficiaries until the death of the account owner. During his or her life, the account owner reserves the right to: (1) change the designated beneficiaries, (2) change account types, and (3) withdraw all or part of the funds in the account at any time and from time to time. If two or more people create such an account, they own the account as joint tenants with the right of survivorship. A designated beneficiary acquires the right to the account only if: (1) all account holders creating the account die, and (2) the beneficiary is then living. Unless otherwise provided in the beneficiary designation, if two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account as tenants in common. Upon the death of the last surviving account owner, we are entitled to pay funds in an account with a payable on death designation to the then-surviving designated beneficiaries and are not liable to the person(s) establishing the account, their heirs, representatives or assigns or to any other person by reason of any such payment. We reserve the right to require a claim request from all beneficiaries prior to distributing the funds in the account. We are not liable for any erroneous payment unless we have obtained actual knowledge that the person to whom the payment is to be made is not one of the designated beneficiaries. If no designated beneficiary is living when the last surviving account owner dies, funds in the account will be paid to the legal representatives of the last surviving account owner. Changes in the designated beneficiaries must be made on such forms as we require. The most recent beneficiary designation we have received terminates, supersedes and replaces any prior payable on death designation for the specified account.

## **G. Estate Accounts**

An Estate Account is an account established by the personal representative, executor, executrix, administrator, or administratrix ("Personal Representative") of the estate of a decedent. To establish such an account, we may require letters of appointment by the probate court of competent jurisdiction, appropriate identification, and such other documents as we may deem necessary under the circumstances. We may rely upon such letters of appointment or the apparent authority of the Personal Representative presenting the letters of appointment until we are notified in writing by the probate court that the Personal Representative has resigned, been removed, or such person's authority is otherwise terminated. The Personal Representative agrees to comply with all applicable laws and rules of the court.

## **H. Business Accounts**

Business accounts are those established by any partnership, corporation, limited liability company, association or other entity operated on a for-profit basis; all corporations and associations operated on a not-for-profit basis; all governmental units; and any individual who intends to use the account for carrying on a trade or business. A business account is not considered a "consumer" account.

The business entity and each person who signs the signature card, any resolution or any other separate written authorization concerning a business account, represents to and agrees with us that (a) the business entity has taken all actions necessary to open and maintain the account, (b) all resolutions or other authorizations given to us by or on behalf of the business entity are true, accurate and complete in all respects, (c) all assumed or fictitious names used by the business entity have been duly registered or filed with the applicable governmental authorities, and (d) each person whose name is written or printed on the signature card or any resolution or any other separate written authorization concerning the account has complete authority to bind the business entity in all transactions involving the account unless otherwise specified.

The business entity agrees to notify us promptly in writing of any change in its form of organization or ownership or in the authority of any person with respect to the account or any transactions relating to it. We also reserve the right to require the business entity to give us a separate written authorization telling us who is authorized to act on its behalf. We are authorized to follow the directions of a person designated as having authority to act on behalf of the business entity until we receive written notice that the authority has been terminated; provided that any change in authorized signatures is not effective until two business days after we receive notice of such change, not counting the actual day we receive the notice, although we may recognize such notice earlier.

However, if the business entity imposes restrictions on the authorized signatories or if the entity instructs us that more than one signature is required, these designations are for the business's internal purposes only, and you authorize us to debit the business's account even though an item presented contains less than the required number of signatures. In consideration of our acceptance of this account under a trade name, for the purpose of cashing or negotiating checks, drafts, or other negotiable instruments payable to that trade name, and endorsed in that name, the business entity agrees to defend and indemnify us against any loss or liability based upon our acceptance for payment or credit of checks or other negotiable instruments drawn to the order of and/or endorsed in that trade name.

The business entity certifies it will not engage in unlawful internet gambling. Restricted transactions are prohibited from being processed through the account or relationship. Restricted transactions include but are not limited to: transactions or transmittals involving any credit, funds, instrument, or proceeds that the Unlawful Internet Gambling Act prohibits any person engaged in the business of betting or wagering (which does not include the activities of a financial transaction provider, or any interactive computer service or telecommunications service) from knowingly accepting, in connection with the participation of another person in unlawful Internet gambling—

1. Credit, or the proceeds of credit, extended to or on behalf of such other person (including credit extended through the use of a credit card);
2. An electronic fund transfer, or funds transmitted by or through a money transmitting business, or the proceeds of an electronic fund transfer or money transmitting service, from or on behalf of such other person; or
3. Any check, draft, or similar instrument that is drawn by or on behalf of such other person and is drawn on or payable at or through any financial institution.

We reserve the right, with advance notice, to change the classification of an account as a consumer account to a business account if we determine, in our discretion that the account is not being used primarily for personal, family, or household purposes.

## **PART III - GENERAL RULES FOR ALL ACCOUNTS**

The terms in this Part III generally apply to all types of deposit accounts subject to this Agreement, unless otherwise specified.

### **A. Identification Notice (USA Patriot Act)**

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. 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 also may ask you to provide other identifying documents like a driver's license or, if you are an entity, documents to show your existence as a legal entity.

### **B. Our Modification of the Agreement**

We reserve the right to modify this Agreement at any time and from time to time. Unless we are otherwise required by applicable law and regulation to provide prior written notice, we may modify the terms of this Agreement by conspicuously posting any notice of such modifications in the lobbies of our banking facilities or on our website, or by mailing a notice of such modifications to the address shown in our records, in either of which events, the modifications will be binding upon you. Our ability to modify the terms of the Agreement includes the right to increase or decrease any fees, minimum balance/deposit requirements, or any other term or condition which your account is or may be subject, as well as to establish new fees, requirements, terms or conditions. You agree that if you do not close your account before the effective date of any such modification, you have accepted the modification to your Agreement.

### **C. Notices and Consent to Contact**

All notices, questions, orders, directions, and other communications concerning your account should be directed to:

Capitol Federal® Savings Bank  
700 S. Kansas Ave  
Topeka, KS 66603

Toll Free Phone: 1-888-8CAPFED (1-888-822-7333)

Fax: 1-785-231-6364

Website: [www.capfed.com](http://www.capfed.com)

Email: [banking@capfed.com](mailto:banking@capfed.com)

Any written notice you give us is not effective until two business days after we receive it, not counting the actual day of receipt, provided that we may recognize such notice earlier.

We may contact you about your account by phone, mail, email or text. You expressly authorize us to contact you via automated telephone dialing systems, prerecorded or artificial voice messages, text messages, or any other method on any of the phone numbers or email addresses you have provided to us. Written notice we send you is effective when mailed to the latest mailing address you have provided to the Bank as your mailing address. We may inform you of any changes affecting your rights and obligations by mailing you a notice at that same address. For accounts with more than one owner or signer, notices we send to that address are binding on all owners and signers. We may include a notice with or on your statement. If we provide you an electronic notice via e-mail, text message, or other electronic message, we do not need to send you duplicate notice by mail. Electronic notice is effective upon transmission to the latest e-mail address or mobile phone number you have provided to the Bank. For accounts with more than one owner or signer, notices we send to that e-mail address or mobile phone number are binding on all owners and signers. You agree to notify us promptly if you change your mailing address, phone number(s) and/or e-mail address(es) and hold us harmless for sending any notice, statement or other correspondence to an invalid or inactive mailing address, phone number and/or e-mail address. We generally do not charge a fee to send electronic notices, but message and data rates may be imposed by your wireless carrier or internet service provider, for which you shall be solely responsible.

#### **D. Your Waiver of Certain Notices**

You waive notice of non-payment, dishonor, or protest regarding any items credited to or charged against your account. For example, if a check you deposit is dishonored and returned to us, we are not required to notify you of that dishonor.

#### **E. No Waiver of Our Rights**

No course of dealing, delay or omission on our part in exercising any of our rights is a waiver by us of such rights or any other right. If we waive or otherwise fail to exercise any right, we may still insist on full enforcement in the future.

#### **F. Termination of Agreement/Closing of Your Account**

This Agreement can be terminated and/or your account can be closed by either you or us at any time by a notice in writing. Such a termination will not release you from any fees or other obligations incurred before the termination, those you incur in the process of closing out your account, or for your liability on outstanding items or other items we have handled as agent for you. We may also require you to close your account and to open a new account if we believe such action is appropriate to protect you or us, for example if there is a change in authorized signers or we believe that the security of the account may have been compromised. You may terminate this account by notifying us in writing. We are not responsible for payment of any check, withdrawal, or other item once this Agreement is terminated and/or your account is closed.

#### **G. Assignment and Transfer of Ownership**

You may not assign, transfer, pledge or grant a security interest in your account or this Agreement to anyone other than us without our written consent. No assignment will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent and note the assignment in our records. Any permitted assignment of your account is subject to our setoff rights. If we authorize any assignment, transfer, pledge or security interest, we may require that the account be closed and a new account opened. Any pledge or security interest granted to a third party remains subject to our right of set-off and security interest.

#### **H. Death or Incompetence**

Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. Even with knowledge we may, to the extent permitted by applicable law after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

#### **I. Setoff and Security Interest**

If you ever owe us money for any reason as a borrower, guarantor or otherwise, and it becomes due, we have the right under the law (called "setoff") to use the money from your account to pay the debt as well as any costs and expenses, including, without limitation and to the extent permitted by law, our attorneys' fees and court costs, incurred by us in enforcing our rights. Any such indebtedness now or hereafter owing to us by you, either individually or jointly, may be charged to any account which is in your name or held jointly in your name and the name of another or others. We may exercise this right of setoff at any time, without prior notice to you or any owner of such account.

You also grant us a security interest in your deposit account, so that the balance in the account is collateral for any current or future obligation you owe us (whether as a borrower, a guarantor or otherwise). We may, in our discretion, require you to execute additional documents if you pledge an account to us as collateral. We may use the money to pay your obligation to us even if withdrawal results in an interest penalty or dishonor of checks. In the case of a partnership or joint account, each partner or joint owner agrees that we may use the money in the account to satisfy any one of his or her individual obligations.

Similarly, each partner or joint owner agrees that we may use the money in his or her individual account to satisfy obligations in the joint account or partnership account. The security interest granted by this Agreement is consensual and is in addition to our right of setoff. However, the right of setoff and security interest may not apply to your account if: (a) it is an IRA or a tax-deferred Keogh Retirement Account (but this does not affect our rights under any consensual security interest); (b) the debt is created by a consumer credit transaction under a credit card plan; or (c) our records demonstrate to our satisfaction that your right of withdrawal arises only in a representative capacity (for example, only as an authorized signer, attorney-in-fact, or a fiduciary).

We will not be liable to you if our setoff from your account leaves insufficient funds to cover outstanding items. You agree to hold us and our affiliates harmless from any claim arising as a result of the exercise of our right of setoff.

#### **J. Legal Process against Account**

If any legal action ("legal process") such as an attachment, garnishment, levy or other state or federal legal process is brought against your account, we may limit or prohibit withdrawals or transfers from your account, or otherwise restrict the use of your account, until the legal process is satisfied or dismissed. You acknowledge that we have offices in more than one state, including in states other than where your account was opened and agree that we may waive service of process and accept and comply with any legal process we believe to be valid, no matter how we receive it. You further agree that we may take action to comply with valid legal process as we determine to be appropriate in the circumstances without liability to you, even if the legal process purports to affect the interest of only one owner of a joint account and even if any funds we may be required to hold or pay out leaves insufficient funds to pay a check you have written or other authorized debit. If you believe all or a portion of your funds are exempt from legal process, or otherwise should not be subject to legal process, you agree that it is your responsibility to assert any exemption, claim or defense to the legal process.

against the appropriate party, and you agree that we have no obligation to do so, unless specifically required by law. Any attachment, garnishment or other levy against your account is subject to our right of setoff and security interest.

If legal process is brought against your account, we may assess fees against your account as allowed by law and as set forth in the separate service charge schedule(s) for your account. Our right to recover fees and our right of setoff and security interest in your account take priority, and will be paid to us before we respond to legal process. You agree that, if we incur any costs or expenses due to any legal process involving your account including, but not limited to, any subpoena, restraining order, search warrant (including related expenses incurred in forcing open a safe deposit box) attachment, garnishment, or levy upon your account, including, but not limited to, court costs and attorneys' fees, you will reimburse us for such expense or we may charge any portion of such expense to your account without prior notice to you. You also agree that any action we may take to obtain reimbursement from you for any costs or expenses may also be taken against your estate, heirs, and legal representatives, who shall be liable for any claims made against and expenses incurred by you or them.

#### **K. Conflicts/Disputes Regarding Account**

If we receive an actual or potential claim from a third party or legal owner regarding your account, any funds in your account, transactions involving your account, or conflicting instructions or claims from authorized signers or persons claiming to be authorized signers, we may, in our discretion, freeze your account and not honor any further transactions on the account until the claim is resolved, or we may, at our discretion, choose not to pay out any money from your account until we receive consistent instructions from all parties or a court order. We may also close the account and issue a check made payable to you and each joint owner or you and each claimant, as we deem necessary, or we may interplead the funds into court. We may charge interest on any loss at a rate not to exceed the maximum legal rate. You agree that we will not be liable for any action we take or omit to take under this paragraph. You further agree to reimburse us for any loss, interest expense, costs or other expenses including, without limitation, reasonable attorneys' fees and the costs of litigation, arbitration, or other dispute resolution (to the extent permitted by law) that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, interest expense, costs, or other expenses from your account without prior notice to you. This obligation includes any dispute between you and us involving the account and situations where we become involved in any dispute between you and an authorized signor, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

#### **L. Your Indemnification Obligations and Limitations on Our Liability**

You agree to indemnify and hold us, our officers, employees and agents harmless from any and all losses, claims or expenses (including reasonable attorneys' fees and costs) of any kind arising in connection with the deposit services provided by us to you under this Agreement, except those losses, claims, and expenses arising out of our gross negligence or willful misconduct. You further agree to indemnify and hold us, our officers, employees and agents harmless from any and all losses, claims or expenses (including reasonable attorneys' fees and costs) of any kind arising out of actions we take or omit in good faith in reliance upon instructions from you. You also agree to hold us harmless for failing to act on your instructions when we reasonably believe such instructions would cause us to be exposed to civil or criminal liability.

You agree that if we do not properly complete a transaction according to this Agreement, we will not be liable if circumstances beyond our control prevented the transaction. We are not responsible or liable for any other entity's (not under our direct control) acts or omissions including, without limitation, any Federal Reserve Bank or transmission or communication facility. **EVEN IF LIABILITY IS ESTABLISHED FOR ACTUAL DAMAGES, IN NO EVENT WILL YOU OR WE BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF WHETHER YOU OR WE MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS REQUIRED BY APPLICABLE LAW.** The limitations and exclusions in this paragraph shall apply to all claims of every kind, nature and description whether arising from breach of contract, breach of warranty, gross negligence or other tort, and will survive the termination of this Agreement and all of your business with us.

#### **M. Limitation on Time to Sue or Commence Arbitration Action**

An action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law with respect to your account or any account service, whether in litigation or in arbitration, must be commenced within one year after the cause of action accrues, to the extent permitted by applicable law.

#### **N. Force Majeure**

You agree we have no responsibility or liability to you or any third party for failure or delay in our performance under this Agreement or for any losses due to causes or conditions including, without limitation, delays and/ or interruptions of business due to any act of God, natural disaster, fire, act of government authority, act of public enemy or war, riot, civil disturbance, insurrection, labor difficulty, power failure, telecommunications failure, severe adverse weather condition or other causes beyond our reasonable control. The time if any, required for such performance under this Agreement shall be automatically extended during the period of such delay or interruption.

#### **O. Collections**

Should we find it necessary to use a collection agency or attorney to collect any and all applicable charges to your account or any other amounts you owe us in connection with your account or this Agreement, to the extent permitted by applicable law, you agree to be responsible for all interest, collection costs and/or reasonable attorneys' fees.

#### **P. Credit Information**

We may from time to time without notice to you except as required by law, respond to requests for information about your credit or other experiences with you or your account and may provide information about you and your account to credit and check reporting agencies.

If you believe any information we have reported to a consumer reporting agency is inaccurate, send written notice to us at 700 S. Kansas Ave., Topeka, KS 66603.

#### **Q. Power of Attorney**

We have no obligation to accept or otherwise honor any power of attorney. If you have established an account under the power of attorney or if you have submitted a power of attorney to us appointing someone to act on your behalf, you agree that you will give us a copy of the power of attorney, in a form and substance satisfactory to us, and that the account will be subject to all applicable laws and to our requirements governing a power of attorney. If we do accept the power of attorney, until we receive notice that the power of attorney has been revoked, we may rely upon it in cashing, endorsing, or accepting for deposit items payable to your order, in honoring withdrawals or transfers from your account and signed by your attorney-in-fact, and in following instructions from your attorney-in-fact on any matter in connection with your account.

## **R. Arbitration Agreement and Class Action Waiver**

**PLEASE READ THIS SECTION CAREFULLY. IT PROVIDES THAT, WITH LIMITED EXCEPTIONS, WE ARE REQUIRED TO RESOLVE ANY CLAIMS WE BRING AGAINST EACH OTHER BY INDIVIDUAL BINDING ARBITRATION. WE BOTH WAIVE THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT, AND YOU WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING. THIS SECTION DOES NOT APPLY TO BUSINESS CUSTOMERS OR BUSINESS ACCOUNTS.**

**YOU HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AS SET FORTH BELOW.**

The terms set forth in this Section of the Agreement shall be known as the "Arbitration Agreement." You agree that following the Effective Date (defined below) any action you wish to bring against us that arises out of or is in any way related to this Agreement and/or your account (as used in this Arbitration Agreement a "Claim"), shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its applicable rules and procedures for consumer disputes ("Rules"). The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org) or you may call us at 1-888-8CAPFED (1-888-822-7333) or write us at 700 S. Kansas Avenue, Topeka, KS 66603 to request a copy of the Rules. In the event of a conflict between the Rules and this Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve any Claim and if you and we do not agree on a substitute forum, then you can select the arbitration forum for the resolution of the Claims.

The Effective Date of this Arbitration Agreement shall be November 1, 2023. Unless explicitly set forth in this Arbitration Agreement, this Arbitration Agreement shall apply to all claims of every kind, nature and description whether arising from breach of contract, breach of warranty, gross negligence or other tort, and will survive the termination of this Agreement and all of your business with us. This Arbitration Agreement applies even if your Claim arises out of, affects or relates to conduct that occurred before to the Effective Date of this Arbitration Agreement. Nothing in this Arbitration Agreement alters your obligation to give us notice of errors, claims, disputes, improper charges, or other issues with respect to your account under any other provision of this Agreement. This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claim at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to any Claim you have against us that is eligible for resolution in a small claims court of competent jurisdiction. This Arbitration Agreement shall not apply to any action we may bring against you to collect any amount you owe us in connection with your account. See Part III, Section O – Collections.

Any Claim subject to this Arbitration Agreement shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions that are the subject of the Claim. The arbitration will be conducted in the federal judicial district that includes your address at the time the Claim is filed unless you and we agree to a different place. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The arbitrator will be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. Discovery will be available for non-privileged information to the fullest extent permitted under the Rules. The arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. We will pay for any filing, administration, and arbitrator fees imposed on you by the AAA. If you initiate the arbitration, the Bank will advance any arbitration fees, including any required deposit. However, you and we will each be responsible for our own attorneys' fees. Nothing contained in this Arbitration Agreement will prevent either you or us from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies. Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether your Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below may be determined by any court of competent jurisdiction.

**CLASS ACTION WAIVER AND JURY TRIAL WAIVER. ANY CLAIM SUBJECT TO THIS ARBITRATION AGREEMENT SHALL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS ACTION LAWSUIT. UNLESS YOU OPT-OUT OF THIS ARBITRATION AGREEMENT IN ACCORDANCE WITH THE TERMS SET FORTH BELOW, NEITHER YOU NOR WE SHALL HAVE THE RIGHT TO A JURY TRIAL OR A TRIAL IN FRONT OF A JUDGE IN A PUBLIC COURT WITH RESPECT TO ANY CLAIM YOU MAY BRING AGAINST US UNDER THIS ARBITRATION AGREEMENT.**

If any provision in this Arbitration Agreement is found to be unenforceable, then the remaining provisions shall remain fully enforceable.

**RIGHT TO OPT-OUT. YOU HAVE THE RIGHT TO OPT-OUT OF THIS ARBITRATION AGREEMENT AND IT WILL NOT AFFECT ANY OTHER TERMS AND CONDITIONS OF THIS AGREEMENT OR YOUR RELATIONSHIP WITH US. YOUR OPT-OUT WILL NOT BE EFFECTIVE AND YOU WILL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE ARBITRATION AGREEMENT UNLESS YOUR NOTICE OF INTENT TO OPT-OUT IS RECEIVED BY THE BANK IN WRITING, ON OR BEFORE THE FOLLOWING DEADLINE ("OPT-OUT DEADLINE"):**

- IF YOU OPEN A NEW ACCOUNT WITH THE BANK ON OR AFTER AUGUST 7, 2023, YOU MUST DELIVER YOUR NOTICE OF INTENT TO OPT OUT TO THE BANK WITHIN THIRTY (30) DAYS OF OPENING YOUR ACCOUNT.
- IF YOU HAD ACCOUNTS OPEN WITH THE BANK PRIOR TO AUGUST 7, 2023, YOUR DEADLINE FOR OPTING OUT OF THE ARBITRATION AGREEMENT HAS PASSED. AMENDMENTS TO THE ACCOUNT AGREEMENT DO NOT GIVE YOU A NEW RIGHT TO OPT OUT UNLESS WE INFORM YOU OTHERWISE.

YOU MUST EMAIL YOUR NOTICE OF INTENT TO OPT OUT TO [ARBITRATION@CAPFED.COM](mailto:ARBITRATION@CAPFED.COM) OR MAIL IT TO US AT CAPITOL FEDERAL® SAVINGS BANK, ATTN: ARBITRATION OPT-OUT, 700 S. KANSAS AVE., TOPEKA, KS 66603. IF YOU DELIVER YOUR NOTICE OF INTENT TO OPT OUT VIA MAIL, THE MAIL MUST BE POST-MARKED BY THE OPT-OUT DEADLINE. IF YOU DELIVER YOUR NOTICE OF INTENT TO OPT OUT VIA E-MAIL, WE MUST RECEIVE YOUR E-MAIL BY MIDNIGHT CT ON THE OPT-OUT DEADLINE. **WHETHER YOU DELIVER YOUR NOTICE OF INTENT TO OPT OUT VIA MAIL OR EMAIL, YOU MUST INCLUDE YOUR NAME, ADDRESS AND LAST FOUR DIGITS OF EACH ACCOUNT YOU WISH TO OPT-OUT OF THIS ARBITRATION AGREEMENT.** THIS INFORMATION WILL BE USED ONLY TO CONFIRM AND LOG YOUR ELECTION TO OPT OUT OF THE ARBITRATION AGREEMENT.

## **S. Jury Trial Waiver, Class Action Waiver and Venue**

This Section applies to business customers and business accounts. YOU AND WE HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND EXPRESSLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL

PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ACCOUNT. YOU AND WE HEREBY FURTHER AGREE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THAT SUCH CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS ACTION LAWSUIT. You further agree that any claim or dispute arising out of or related to this Agreement or your account must be brought in a court of competent jurisdiction located in Topeka, Shawnee County, Kansas, and that you will submit to the personal jurisdiction of such a court for the purpose of litigating all such claims or disputes.

#### **PART IV - OPERATION OF SAVINGS AND TRANSACTION ACCOUNTS**

##### **A. Deposit of Items**

You may make deposits in person, by mail or by any other method we make available. All depositors for all types of savings and transaction accounts may make deposits at ATMs. To make a deposit in person, we may require you to present your account number and unexpired government-issued photo ID. If you authorize another person to make a deposit in person on your behalf, we may require the other person to provide certain identifying information, including but not limited to name, address, date of birth, and social security number.

We are not responsible for deposits made by mail, night depository or other outside depository until we actually record the receipt of those deposits in our books and records. You are responsible for reconstruction and proof of loss of any items, including checks and negotiable instruments included in deposits that are lost or stolen in transit before we have received and accepted the deposit. You also agree to fully cooperate and assist in the reconstruction of any items, including checks and other negotiable instruments included in the deposits that are lost or stolen after we have received and accepted the deposit.

We reserve the right to limit, refuse or return any deposit. All deposits must be of, or denominated in, United States currency. We will not accept foreign currency deposits, and except in our discretion, we will not accept deposit of checks or other types of transactions drawn on foreign banks. If, in our discretion, we accept a deposit of a check or other item drawn on a foreign bank, we will accept it only for collection. If we discover an error in any deposit, we may make correcting entries and notify you of the correction. There is no time limit within which we may make such a correction.

You agree that you will not deposit, without our prior written consent, imaged checks or other items, such as "electronic checks" or "substitute checks", as defined by federal law, or image replacement documents that purport to be substitute checks and have not been previously endorsed by a bank. If you deposit such an item, you agree to reimburse us for losses, costs and expenses (including attorneys' fees) we may incur associated with warranty or indemnity claims.

If you deposit an item to your account that lacks an endorsement we may, or may be deemed to, endorse the item on your behalf. With respect to any such item, our rights and your liabilities shall be determined as though you actually endorsed and deposited the item. Further, any item deposited to your account that bears your stamped, facsimile, or digital endorsement will be deemed to bear your actual endorsement, whether such endorsement was affixed by you or by someone having no authority to supply your endorsement. We may require that certain government checks, insurance company items or other special types of checks be personally endorsed by each of the payees. You agree to reimburse us for any loss or expense, including without limitation attorneys' fees and the costs of litigation, arbitration or other dispute resolution to the extent provided by law, that we incur because you fail to endorse an item exactly as it is drawn.

You understand that we may, in our sole discretion, redeposit checks deposited to your account and returned for various reasons for collection. We will have no liability for resubmitting or failing to resubmit these checks without notice to you.

##### **B. Direct Deposits**

Our direct deposit service allows you to designate recurring payments such as social security, pension or payroll as a deposit directly from the payer into your account with us. This service is provided to you at no charge. For a monthly fee, we may make certain direct deposits available to you up to two days before we receive the funds from the payer. Visit one of our branches or call us at 1-888-8CAPFED (1-888-822-7333) to ask about enrolling in this service. See the separate service charge schedule(s) that apply to your account for a description of the fee.

If you have arranged to have a direct deposit made to your account at least once every 60 days from the same person or company, you can call us at 1-888-8CAPFED (1-888-822-7333) to find out if the deposit has been made to your account.

##### **C. Funds Availability**

Our policy generally is to make funds from your deposits available to you on the day we receive your deposit. Funds from electronic direct deposits or cash deposits to your account will be made available on the day we receive the deposit. The first \$225 of a day's total deposits made at an ATM will be available immediately. Deposits made to your account at an ATM in excess of \$225 will be made available to you on the next business day after the day we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written or other authorized debits. We reserve the right to require you to present an unexpired government-issued photo ID at the time of any in-person withdrawal.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before 7:00 p.m. at one of our branches (see [www.capfed.com](http://www.capfed.com) for branch hours near you) or before 5:00 p.m. at a Capitol Federal ATM on a business day, we will consider that day to be the day of your deposit. Deposits made after 7:00 p.m. at one of our branches or after 5:00 p.m. at a Capitol Federal® ATM, will be considered made on the next business day. Capitol Federal® does not accept deposits at non-Capitol Federal® ATMs. Note that deposits placed into a night depository after 7:00 a.m. may not be removed and verified until the following business day, and will be considered as a deposit on the date verified. Deposits made by mail are posted as of the date received, and considered as a deposit on that day.

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 a check that has been returned unpaid;
- You deposit checks totaling more than \$5,525 on any one day;
- You have overdrawn your account repeatedly in the last six months;
- There is an emergency, such as failure of communications or computer 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 third business day after the day of your deposit.

We reserve the right to grant faster availability to any customer on a case-by-case basis, or based upon the customer's request. You may ask when a deposit will be available.

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, wire transfers, cash deposits, cashier's, certified, teller's, traveler's and federal, state and local government checks will be available to your account on the day we receive the deposit if the deposit meets certain conditions. For example, the check must be payable to you. Funds from all other check deposits will be available on the third business day after the day of your deposit.

If you cash a check 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 you 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 time periods that are described elsewhere in this disclosure for the type of check that you deposited.

#### **D. Collection of Items**

Even though we may credit your account immediately when you make a deposit, if we agree to accept any item (other than United States currency) for deposit or collection as your collection agent, we assume no responsibility beyond the exercise of ordinary care and we may handle the collection of any such item in accordance with our usual practices. Special instructions for handling an item are effective only if made in a signed writing and given to us along with the item in question. Items and their proceeds may be handled in accordance with applicable Federal Reserve Bank regulations, clearing house association or funds transfer system rules, and contractual arrangements with other financial institutions or financial services providers.

All deposited items are provisionally credited to your account subject to final payment and our receipt of proceeds. Without prior notice to you, we may charge back any item to your account (and adjust the interest earned on your account, if any, accordingly) at any time before final payment, whether the item is returned or not (and whether it was deposited or returned by electronic or other means), and we may also charge back any item to your account if, within the normal handling period for such item, the item cannot be honored against the drawer's account. We are authorized to pursue collection of previously dishonored items and, in so doing, may permit the drawee bank to hold an item beyond the "midnight deadline," as defined by the Uniform Commercial Code as adopted by the applicable state.

**If any check or other item deposited in your account is returned to us by the bank on which it was drawn through the Federal Reserve, a clearing house or other normal check return channels, we may accept that return and charge the check or other item back against your account without regard to whether the bank on which the check was drawn returned the check before its midnight deadline, even if doing so results in an overdraft in the account. Furthermore, if, after a check or other item deposited into your account is finally paid, it is returned to us by the bank on which it was drawn because someone has made a claim that the check or other item was altered, forged, unauthorized or should not have been paid for some other reason, we may debit your account for the amount of the item, even if doing so results in an overdraft in the account.**

#### **E. Interest**

If your account earns interest, the terms in this Part IV, Section E apply. Current interest rate and annual percentage yield information are provided to you in a separate disclosure. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your deposit account every day. Interest will be compounded daily using a 365/365 factor (366/366 in leap year), and will be credited to your deposit account at close of business on the last day of each calendar quarter (March 31, June 30, September 30 and December 31) for savings accounts, and on the last day of each calendar month for checking and money market deposit accounts. 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 deposit account each day. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Funds that you deposit are subject to withdrawal as stated in the Funds Availability section in Part IV, Section C above. Notwithstanding the availability for withdrawal, a deposit will begin to earn interest on the day we post it to your account,

#### **F. Fees, Service Charges and Balance Requirements**

You agree to pay us, or have us deduct from your account, such fees (which are sometimes also referred to as "service charges") as we may, from time to time, impose pursuant to this Agreement or the terms of the deposit account. You are liable for any account deficit resulting from fees and service charges, whether caused by you or another person authorized to withdraw from your account, together with the costs we incur to collect that deficit, including our reasonable attorneys' fees. Your account is subject to the current fees and service charges as shown in the separate service charge schedule(s) that apply to your account, which are incorporated into this Agreement by reference.

#### **G. Electronic Presentment/Posting**

We may charge your account on the day that a check or other transaction is presented (or returned) to us for payment. We may also charge your account or place a hold on funds at an earlier time if we receive notice that an item or transaction has been deposited for collection in another institution or is being processed against your account by a merchant (for example, at a point-of-sale terminal). Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. This could affect the available balance in your account to cover other transactions. We are not responsible for damages or wrongful dishonor if any item is not paid because of insufficient funds resulting from these procedures.

We reserve the right to process and post transactions on your account in any order we determine. Generally, we do not sort transactions based on dollar amount, but process them as they are received, and we generally process checks by check number sequence. The order in which you make withdrawals from your account is not necessarily the order in which we post the transactions to your account. This processing order may affect whether or not you incur an overdraft or NSF/overdraft fees.

#### **H. Reviewing Statements and Error Notification**

Unless you instruct us otherwise, for accounts not subject to periodic account mailing, we will periodically mail an account statement to the last address you have given us. You agree to notify us promptly if you change your address. You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in address for you, we may change your address based on such information, even if the information provided by the U.S. Postal Service is in error. If any statement is returned to us because of an incorrect address, we may stop sending statements to you, but for all purposes it shall still be considered as if we made your statement of account available to you as of the statement date that was or would have been printed on your



statement, showing payment of items and the items paid or the information sufficient to allow you to reasonably identify the items paid. You must review your account statement and check images for errors or unauthorized signatures.

If the deposit account is a business account, you agree to have at least two individuals inspect the account statements on a regular basis to look for improper or unauthorized transactions and to ensure that the account is handled in a proper manner.

Except as noted in the Consumer Electronic Banking Disclosures at Part V, Section H or other document applicable to electronic funds transfers, if your account statement contains any errors or improper charges, you agree to notify us of any such errors or improper charges within 30 days of the date on which we mailed or otherwise made the affected statement available to you. If you do not notify us within that time, you are barred from bringing any action or claim, in litigation, arbitration or otherwise, against us that is in any way related to the errors or improper charges.

If we honor an item drawn on your account that contains a forged signature or endorsement, is altered in any way or is a counterfeit item, you agree to notify us of such forgery, alteration or counterfeit item within 30 days of the date on which the forged, altered or counterfeit item was provided to you or, if the item was not provided to you, within 30 days of the date on which we mailed or made available to you the account statement that contained a description of the forged, altered or counterfeit item. If you do not notify us in the time and manner required by this Agreement, you are barred from bringing any action against us that is related in any way to the forged, altered or counterfeit item. In any case, you are barred from bringing any action against us for multiple unauthorized signatures or alterations by the same wrongdoer if you do not notify us in writing within 30 days after we mailed or made available to you the account statement that contained the description of that same person's first forged, altered or counterfeit item drawn on your account.

Failure to report a forged, altered or counterfeit item within the time frames set forth above shall be deemed conclusive proof that you failed to exercise reasonable care and promptness in examining the statements and items of your account and in notifying us after discovery of the forged, altered or counterfeit item. Moreover, because you are in the best position to discover an unauthorized signature, an unauthorized endorsement, a material alteration or a counterfeit item, you agree that we will not be liable for paying such items if these items were drawn without authority or altered so cleverly (as by unauthorized use of a facsimile machine or otherwise) that the lack of authorization or alteration could not be detected by a reasonable person and you were negligent in some respect. An item description appearing in an account statement will be deemed sufficient for purposes of this paragraph if it contains the item's number (or other identifier), amount, and date paid.

If you report a forged, altered or counterfeit item in accordance with this Section, you agree to cooperate with us in our investigation of your claim. This includes submitting an affidavit or statement regarding the item and the circumstances surrounding the loss. You also agree that, upon our request, you will file a criminal report and provide us a copy, and your further agree to testify against any suspected wrongdoer. If we provide you a credit or reimbursement for any portion of your loss while our investigation is ongoing and you fail to fully cooperate with our investigation, or if we determine that the charge to your account was proper, we shall have the right to reverse the credit or reimbursement and you shall be solely liable for any loss.

If you feel that an unauthorized debit to your account occurred because of a substitute check, and we have provided the substitute check to you, your reporting deadline is 40 days after we mailed you the statement containing the description of the substitute check. This expanded reporting deadline only applies to an account owned by one or more individuals for personal, family or household purposes and not to business accounts.

#### **I. Fraud Prevention Measures for Business Accounts**

We offer certain products and services, including "positive pay" and transaction alerts for business accounts that are designed to detect and deter fraud. Failure to use such products and services could substantially increase the likelihood of fraud on your account. If your business account is a checking or money market account and you decline to implement positive pay, you agree that you are precluded from asserting any claims against us for paying any unauthorized, counterfeit or other fraudulent item that positive pay was designed to detect or deter, and we will not be required to recredit your business account or otherwise have any liability for paying such items. You may contact us at any branch or our customer service center at 1-888-510-7333 for more information about these services. Additional fees may apply.

#### **J. Overdrafts and Insufficient Funds**

When you do not have enough available funds in your account to cover an item at the time the transaction "posts" (i.e., at the time we debit the funds associated with the item from your account), we may authorize or pay it anyway, creating an "overdraft" on your account; we may return it unpaid for insufficient funds ("NSF"), creating an "NSF condition" on your account; or we may decline it. An "item" is any order or instruction to withdraw funds from your account and includes a check, substitute check, ACH transaction, Visa® debit card transaction, Passcard debit transaction, True Blue Online® Banking debit transaction, or any other recurring or nonrecurring transaction in which we are requested to debit your account. When you authorize another person, such as a merchant, to debit funds from your account, that person may resubmit an item we have previously returned unpaid under an NSF condition. Each resubmission of the item shall be deemed a separate item. If our payment of a resubmitted item creates an overdraft, you will be charged an overdraft fee. Please refer to the separate service charge schedule(s) that applies to your account for a description of all overdraft and/or NSF fees we may charge your account. You may also visit our Overdraft Management Options webpage at [www.capfed.com](http://www.capfed.com) to review some examples of transactions that could result in an overdraft or NSF condition.

You and all other persons with whom you hold a joint account are jointly and severally liable for all overdrafts and NSF conditions created on the account, regardless of who caused the overdraft or NSF condition or who benefited from the underlying transaction. If we overdraw your account for any reason, including by charging you an overdraft fee, NSF fee, or other fee, you agree to immediately deposit or otherwise repay us sufficient funds for the overdraft and any applicable fees. All subsequent deposits to your account, including deposits of benefit payments such as Social Security payments, may be applied by us to cover any overdraft item, overdraft fee, NSF fee, or other fee. If we pay items by overdrawing your account on one or more occasions, we are not obligated to continue paying future items that would overdraw your account and we may stop paying your overdrafts without notifying you.

We use the "available balance" method to determine whether there are sufficient funds available in your account to authorize and pay any item. This means that we calculate your account balance based on electronic transactions that we have authorized (and are therefore obligated to pay) but that have not yet posted to your account, along with transactions that have already posted to your account. Your account's available balance also includes our internal account holds, including but not limited to delays in deposit funds availability, and merchant holds that have not yet cleared. For more information on holds, see Part III, Section J – Legal Process against Account; Part IV, Section C – Funds Availability; Part IV, Section G – Electronic Presentment/Posting; Part V, Section F.2 – Visa® Debit Cards, Monetary Holds.

Part IV, Section M below provides additional information regarding our treatment of overdrafts and insufficient funds in business accounts. For consumer accounts, whenever we receive an item for authorization or payment that would create an overdraft or NSF condition on your account, we will determine, in our sole discretion, whether the item qualifies for payment under our "Standard Overdraft Services" (discussed in Part IV, Section K below) and/or an "Overdraft Protection Plan" (discussed in Part IV, Section L below).

#### **K. Standard Overdraft Services**

Our Standard Overdraft Services are available on all consumer checking and money market accounts, subject to your right to "opt in" with respect to overdrafts on nonrecurring debit card transactions made with a Visa® debit card. The Standard Overdraft Services are not our guarantee of payment. We will make a decision, solely in our discretion, as to whether each item we review under the Standard Overdraft Services will be paid, creating an overdraft; returned unpaid, creating an NSF condition; or, in the case of nonrecurring Visa® debit card transactions, declined. We may also provide a partial authorization for any recurring or nonrecurring Visa® debit card transaction. For more information about partial authorizations, see Part V, Section F.3 –Visa® Debit Cards.

Whether we pay an item and create an overdraft under our Standard Overdraft Services, return it unpaid and create an NSF condition, or decline it is facilitated by a proprietary automated scoring system, which takes into account a number of factors, including the amount of the item and the past activity in your account and other account(s) you hold with us. We reserve the right, however, in our sole discretion, to manually review any transaction that qualifies for review under our Standard Overdraft Services. In any case, we may, without prior notice to you, pay an item and overdraw your account, return it unpaid and create an NSF condition, or decline it. You may not overdraw your account at an ATM using the Standard Overdraft Services. If you wish to have the ability to create an overdraft transaction at an ATM, you may apply for an Overdraft Protection Plan, as discussed below.

If you do not wish to have your overdrafts reviewed under our Standard Overdraft Services, you may request to "opt-out" of these services with respect to check and ACH items. If you opt out of our Standard Overdraft Services, any check or ACH item that would create a negative available balance in your account will be returned unpaid, creating an NSF condition. You may not "opt out" of the Standard Overdraft Services with respect to preauthorized, recurring debit card transactions. We may pay any preauthorized, recurring debit card transaction that overdraws your account and charge you an overdraft fee.

Special rules apply for our Standard Overdraft Services on consumer accounts for nonrecurring debit card transactions made with a Visa® debit card. You must expressly authorize us to pay nonrecurring debit card transactions that would create an overdraft on your account by "opting in" to our Standard Overdraft Services with respect to these items. If you do not opt in to our Standard Overdraft Services with respect to nonrecurring debit card transactions, any nonrecurring debit card transaction that would create a negative available balance in your account will be declined, but we will not charge you a fee.

You may change your "opt in" or "opt out" status and obtain our separate disclosure form covering nonrecurring debit card transactions and our Standard Overdraft Services at any branch office. To learn more about our Standard Overdraft Services, you may also visit our Overdraft Management Options page at [www.capfed.com](http://www.capfed.com).

#### **L. Overdraft Protection Plans**

You may choose to apply for an Overdraft Protection Plan in connection with any checking or money market account. The Overdraft Protection Plan may be used to resolve a negative available balance in your account by automatically authorizing a transfer of funds to your account from one or more companion checking, money market, or savings accounts or an Execuline home equity line of credit or unsecured line of credit loan account owned by you and held at Capitol Federal®. Under an Overdraft Protection Plan, overdrafts in your account will be aggregated throughout the day and one or more Overdraft Protection Plan transfers will be made to your account during Capitol Federal's nightly processing period. When you link one or more companion accounts to your account, you will specify the order in which your accounts will be accessed for Overdraft Protection Plan transfers. If the available balance in your first linked companion account is not sufficient to resolve the negative available balance, funds will be drawn from next linked companion account(s) until the negative available balance is cured or there are no additional accounts available from which Overdraft Protection Plan transfers can be made. You will be charged a fee for each transfer from a companion checking, money market or savings account, as set forth on the separate service charge schedule(s) that applies to the account from which the transfer is made. You will not be charged a fee for a transfer from an Execuline home equity line of credit or unsecured line of credit loan account. Fees from Overdraft Protection Plan transfers usually will be less than the fees charged in connection with the Standard Overdraft Services or our commercial overdraft review. We are not required to notify you and will not be liable to you if an Overdraft Protection Plan transfer cannot be made (for example, if there is a merchant or internal hold on the companion account).

We do not limit the number of Overdraft Protection Plan transfers that can be made to your Account from your companion deposit or loan account(s); however, no Overdraft Protection Plan transfer may exceed the available balance in any companion deposit account or the credit limit for any companion loan account. If there are not enough funds available in your companion account(s) to cover the full amount of any Overdraft Protection Plan transfer, any overdraft remaining in your Account following the Overdraft Protection Plan transfer will be reviewed under our Standard Overdraft Services or Commercial Overdraft Services, as applicable. In addition to the Overdraft Protection Plan transfer fee, you will be charged an overdraft fee for any item we authorize or pay or, if applicable to your account, an NSF fee for any item we return unpaid. To avoid these additional fees, you should monitor your accounts and transfer funds before an overdraft occurs.

Overdraft Protection Plan transfers from an Execuline home equity line of credit loan or unsecured line of credit loan are considered advances and the amount advanced is subject to interest, finance charges, and fees as provided in your applicable line of credit loan agreement. See your line of credit loan agreement(s) for applicable rates. This Overdraft Protection Plan Agreement does not alter the terms of your line of credit loan agreement(s).

You may contact us at any branch or our customer service center at 1-888-8CAPFED (1-888-822-7333) to apply for an Overdraft Protection Plan. The Overdraft Protection Plan must be accepted by us before an overdraft occurs in order for it to be used to automatically cover an overdraft. You should compare fees and your options for overdrafts by reviewing the separate service charge schedule(s) for your account. To learn more, visit our Overdraft Management Options page at [www.capfed.com](http://www.capfed.com).

#### **M. Commercial Overdraft Services**

An item that would create an overdraft or NSF condition in a checking, savings, or money market account that is a business account may be manually reviewed and authorized, paid, returned unpaid, or declined in the Bank's sole discretion, and you will be charged the applicable fees, as set forth on the separate service charge schedule(s) for your account. In addition to applying for an Overdraft Protection Plan, you may also set up automatic funds transfers or "Sweeps," which can help you manage account balances and avoid overdrafts and NSF conditions. Our Sweeps service allows you to set up

minimum balances, maximum balances, or target balances on your account and other checking, money market, or savings accounts you hold at Capitol Federal. When your account reaches the minimum, maximum, or target balance, funds will automatically be transferred or "swept" to or from the accounts that you have designated. You may contact us at any branch or our customer service center at 1-888-510-7333 for more information about the Sweeps service.

## **N. Rules Applicable to Checks and Electronically-Created Items**

### 1. Remotely Created Checks and Electronically-Created Items

If you voluntarily give information about your account (such as our routing or transit number and/or your account number) to a party attempting to sell you goods or services via telephone or any other medium, that party may use the information you give to create a "remotely created check" or "electronically-created item" and then present it for payment. The remotely created check or electronically-created item is never physically signed by you. Instead, you authorize it by orally (or electronically) approving the transaction. You understand that if you do not physically deliver a signed check to the party and the party instead presents a remotely created check or electronically-created item for payment, any debit to your account for that remotely created check or electronically-created item will be considered authorized by you as if the remotely created check or electronically-created item were actually signed by you. If you do not have a checking account, a remotely created check or electronically-created item on your account will be rejected.

If you deposit a remotely created check or electronically-created item to your account, you represent, warrant and agree to the following: (1) the person on whose account the remotely created check or electronically-created item is drawn authorized the issuance of the remotely created check or electronically-created item in the amount and to the payee stated on it; (2) if you created the remotely created check or electronically-created item (a) you have express, verifiable proof of that authorization, (b) you will maintain that proof for at least 2 years from the date of the authorization, and (c) you will give us that proof upon our request for it; and (3) if the remotely created check or electronically-created item is returned, you owe us the amount of the remotely created check or electronically-created item, regardless of when the remotely created check or electronically-created item is returned and must reimburse us for any losses, costs and expenses, including, without limitation and to the extent permitted by law, any attorneys' fees and court costs, we may incur as a result of any breach of these representations, warranties and agreements. If you deposit an electronically-created item to your account, you further represent, warrant and agree that you shall be solely liable for any losses, costs and expenses, including, without limitation and to the extent permitted by law, any attorneys' fees and court costs, we may incur resulting from the fact that (1) the electronic image or electronic information associated with the electronically-created item was not derived from a paper check and (2) no person will receive a transfer, presentment of, return of, or otherwise be charged for the electronically-created item such that that person will be asked to make a payment based on an item or check that it has already paid. We may take funds from your account to pay any amount you owe us under this paragraph, and if there are insufficient funds in your account, you still owe us the remaining balance.

### 2. Electronic Check Conversion

You authorize us to honor electronic debits against your account resulting from electronic check conversions. An electronic check conversion occurs when you give a paper check to a merchant or other payee and authorize that person to capture the routing, account, and serial numbers from that paper check to initiate an electronic debit to your account. This applies whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at a point of sale or other payee or mailed to a merchant or lockbox and later converted to an electronic funds transfer; or whether the check is retained by you or the merchant or other payee.

If one of your paper checks is converted, it will be collected electronically and charged against your account much more quickly than a paper check. This means that (1) you will have a reduced right to stop payment, (2) you need to make sure that your account has a sufficient available balance to cover the debit, and (3) we will have no image or copy of the cancelled check. If a merchant uses a blank check to initiate a debit entry at the point of sale, the merchant should return the voided check to you. You should treat the voided check with care because someone else who obtains possession of it could use the information to initiate additional debits against your account. A merchant or other payee who receives your check by mail or who accepts your check at the point of sale and decides to convert it to an electronic debit should give you notice of the conversion. Regardless of whether your check is converted at the point of sale, at the merchant's lockbox or during the merchant's back office processing, a description of the transaction will appear on your monthly statement.

### 3. Check Imaging

We may add images of your deposit account documents to our electronic document storage system. After doing so, we may destroy the original documents.

Your cancelled checks will not be returned to you, but will be imaged and the physical checks will be destroyed shortly after we process your statement. If you have True Blue Online® or True Blue Online® Business banking, you may access electronic images of checks through your online banking. If your account is a business account, you may also receive check images with your statement. You can request copies of the image of your checks or substitute checks in person at one of our branches, or by calling us at 1-888-8CAPFED (1-888-822-7333) and providing us with account number, check number, the amount of the check, and (if known) the date the check was paid. We may charge your account a fee for each copy (including the front and back of the check). We are not responsible for any special or consequential damages under any circumstances for our inability to provide copies of checks. Our liability, if any, will not exceed the face amount of the check in question. You agree to provide us with reasonable proof of any loss.

As your agent for collecting checks you deposit with us, we may "truncate" paper checks (i.e. convert them into electronic information or images) and present and return them electronically. We may also truncate paper checks that are dishonored by the drawer's bank when we represent them. We may reconvert a truncated check into a paper "substitute check" which is the legal equivalent of the original. We may debit your account for truncated or substitute checks or other electronic information or image replacement documents that are replacements for properly payable items.

### 4. Stop Payments

You may request that we stop payment on a check or ACH debit entry that has not already been paid from your account. We may accept the stop payment request from any account owner or authorized signer whether or not that individual signed the check or authorized the ACH debit entry. In order to place a stop payment order, you must describe with reasonable certainty the check (exact amount of the check, the check number, and the account number) or ACH debit entry (exact amount of the ACH debit entry and/or name of the payee if the payee has previously debited the account); otherwise, our automated system may not stop the payment. We are not responsible if the check or ACH debit entry in question is not described with reasonable certainty, and we are entitled to a reasonable period of time after we receive a stop payment order to process it through our automated system. You may notify us either orally or in writing to stop payment. An oral stop payment order on a check or ACH debit entry is binding on us only for 14 days unless confirmed by you in writing within this period. A written stop payment order on a check is effective for 6 months, unless renewed in writing prior to the order expiring. If your account is a business account, a written stop payment order on an ACH debit entry is effective for 6 months, unless renewed in

writing prior to the order expiring. If your account is a consumer account, a written stop payment order on an ACH debit entry is effective until revoked by you in writing or the return of the ACH debit entry, whichever occurs first. If we fail to honor a timely and accurate stop payment order on a check, we reserve the right not to recredit your account unless you can demonstrate the fact and amount of your loss. If we do recredit your account after paying a check over a valid and timely stop order, you agree to sign, upon our request, a statement describing the dispute with the payee or other holder of the check, and to assist us in legal action taken against that person. If your account is a personal (consumer) account, special rules apply when you wish to stop payment on a preauthorized electronic fund transfer. For more information, see Part V, Section H.7 – Preauthorized Payments. A fee, as set forth in the separate service charge schedule(s), will apply to all stop payment orders, including renewals of stop payment orders.

You do not have the right to stop payment on a cashier's check, official check, teller's check, certified check or traveler's check you have purchased from us. We have no responsibility to stop payment on any check or other item not conforming to our printing and encoding specifications.

#### 5. Stale, Time-Dated and Post-Dated Items

We maintain the option to either pay or dishonor any stale check (i.e., more than 6 months old) upon presentation to us. Our high-speed automated check processing equipment cannot detect time-dated checks (i.e., checks stating that they are not valid after a specified date or for more than a specified period of time). Therefore, you agree that we will not be liable for charging your account after the date or beyond the period stated on an otherwise properly payable time-dated check. Similarly, our check processing equipment cannot detect post-dated checks (i.e., a check bearing a date later than the actual calendar date it was written). Therefore, it is recommended that you not issue post-dated checks as a means of withdrawal and you agree that we are not responsible for charging your account before the indicated date on a properly payable but post-dated check.

#### 6. Customer's Responsibility for Check Deposits

You agree to assume responsibility for and to indemnify us for any loss we may incur as a result of your failure to comply with the endorsement standards set forth in this Agreement. You agree not to place any mark, signature, stamp, or other writing in the area designated as the "Depository Bank Area" on the reverse side of any check, draft, or other item deposited in your account with us. You are also responsible for the condition of a check or item when you issue or deposit it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay.

For a deposit to a business account, we may, in our discretion, require you to complete a deposit slip on a form provided by us at the time you make the deposit. A deposit that requires a deposit slip will be subject to any additional terms and conditions printed on the deposit slip.

#### 7. No Restrictions

We will not recognize or honor any restrictions of negotiability placed on checks. We may disregard any and all information on a check other than the signature, the identification of the drawee bank and payee, the amount, and any other information that appears in the Magnetic Ink Character Recognition line at the bottom of the check.

#### 8. Automated Processing

We process items with high-speed automated equipment. In order for that equipment to function properly and efficiently, all items drawn against an account or used to withdraw funds from an account must meet certain formatting and other technical specifications. You agree to use the forms, including check forms, approved by us. If we receive an item that cannot be processed by us electronically, or which is defectively drawn, we reserve the right to reject the item.

#### 9. Approved Check Vendors

You may order checks from our preferred check supplier(s) through True Blue Online® or True Blue Online® Business or by calling us at 1-888-8CAPFED (1-888-822-7333). You are responsible for reviewing all information printed on your checks, and you must tell us if any information is incorrect. If you wish to order checks from another vendor not approved by us, you may do so; however, we may return unpaid any checks not approved by us that do not meet our requirements for automated processing.

#### **O. Lost or Stolen Account Access Instruments and Statements**

You are responsible for protecting your account information and access instruments. You agree to notify us promptly if your Passcard, Visa® debit card, or any of your checks or account statements are lost or stolen, or if you believe that someone may transfer money from your account without your permission. You also agree to notify us promptly if you receive notice that any check, check image, or other account information has been stolen or otherwise compromised in a third-party data breach. We will not be responsible for any losses arising out of your failure to exercise ordinary care, including without limitation your failure to store these items securely or your failure to promptly notify us of any such loss, theft or breach, except for any loss required to be covered by the Electronic Fund Transfer Act and Regulation E of the Bureau of Consumer Financial Protection. See Part V, Section H – Consumer Electronic Banking Disclosures.

#### **P. Signatures**

For the payment of funds and for other purposes relating to any account you have with us, we are authorized to recognize your signature, but we will not be liable to you for refusing to honor your checks or other signed instructions if we believe in good faith that the signature appearing on such checks is not genuine or the check is not properly payable from the account. We may verify your signature by comparing the signature on the item in question to documents we already have on file with your signature (such as signature cards, checks, signed agreements, etc.), but we are under no obligation to do so and will not be liable to you if we do not do so. We are entitled to take a reasonable time to determine whether a check is properly payable from your account. A reasonable time shall include the time necessary to confirm that you authorized the check and includes one business day after the day the check was presented to us. We are not liable to you if we decide, in our good faith judgment after following reasonable banking procedures to determine the facts, that the check is not properly payable from your account. You will receive either a Passcard or a Visa® debit card and will establish a PIN when you open an account. Your use of your Passcard or Visa® debit card and PIN will constitute your electronic signature at our ATMs.

You may indicate your desire for more than one authorized signature on a check or other item drawn against the account by designating a specific number of desired signatures on the signature card or in a resolution or separate written authorization. However, because our automated check processing precludes us from identifying items that require multiple signatures, you recognize that such a requirement is for your internal purposes only, and you agree that we are not required to determine if any check or other item drawn against your account contains the number of desired signatures indicated by any such designation.

Additionally, if you have authorized the use of a digital or facsimile signature or endorsement device or have otherwise used such a device, we may honor or accept for deposit any check or other signed instruction which bears or appears to bear your digital or facsimile signature or endorsement even

if it was made by an unauthorized person or with a counterfeit facsimile device. Therefore, you should maintain close control over your digital or facsimile signature or endorsement device and promptly review your statements for unauthorized use of the device.

#### **Q. Dormant Accounts**

If your account has been inactive and becomes dormant, you will be charged the fee specified (see separate service charge schedule(s)) and, unless applicable law otherwise provides, we may stop paying interest on your account.

#### **R. Large Cash Withdrawals**

We reserve the right to limit the amount of cash you may withdraw at any given time. We may, in our sole discretion, require advanced notice of a large cash withdrawal and institute additional security procedures when providing large amounts of cash, including but not limited to arranging for the cash to be delivered directly to you by an armored carrier at your expense.

### **PART V - ELECTRONIC TRANSACTIONS**

#### **A. Wire Transfers**

##### **1. General Rules for Wire Transfers**

You may receive wire transfers to your account or originate wire transfers from your account. For each wire transfer that you want to send through us, you must complete, sign and give us a separate wire transfer request document in a form that is acceptable to us. Our cutoff time for processing funds transfer requests each business day is 4:00 P.M. Central Time. If we receive your request after that time, we may treat it as if it was received on our next business day.

We are not obligated to accept (and may reject without being liable to you) any wire transfer request we receive from you. We may give you notice that we are rejecting a wire transfer request orally, electronically or in writing. If we send a written rejection notice by mail, we will do so by the end of the business day following the day we receive the wire transfer request. If we accept your funds transfer request, we may use any intermediary bank, funds transfer system or means of transmission in executing that request, even if they differ from those specified in your request.

Your wire transfer request may identify the beneficiary, the beneficiary's bank and one or more intermediary banks by name, by an identifying name or bank account number, or by both name and number. We have no duty to determine whether your wire transfer request contains any inconsistent names or bank account numbers. You acknowledge that we have given you notice that, if your wire transfer request identifies the beneficiary both by name and by an identifying account number, the beneficiary's bank may make payment of your requested wire transfer on the basis of the identified bank account number, even if it identifies a person different from the named beneficiary. You also acknowledge that we have given you notice that, if your wire transfer request identifies the beneficiary's bank or any intermediary bank both by name and by an identifying number, we and any other bank through which your requested wire transfer is processed may rely on the number as the proper identification of the beneficiary's bank or any intermediary bank, even if it identifies a bank different than the one identified by name.

For funds transferred into your account via wire transfer, you acknowledge that we have given you notice that, except for wire transfers we receive through Fedwire (which is a wire transfer system operated by the Federal Reserve Banks), any credit we give you with respect to a funds transfer is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to your account in connection with such entry. In such an event, the person who sent the wire transfer is deemed to have not paid you the amount of the wire transfer.

We may charge fees for sending or receiving a wire transfer and may deduct those fees from your account or from the amount of the wire transfer. Please refer to the separate service charge schedule(s) for current wire transfer fees. If any part of a wire transfer you send or receive is carried out by using Fedwire, then your rights and obligations are subject to the Federal Reserve Board's Regulation J.

##### **2. Specific Rules for Wire Recipients in the United States**

For a wire transfer that will be received at a location in the United States, you have no right to amend or cancel a wire transfer request after we have accepted it. We have no liability to you if we attempt to honor your amendment or cancellation request but are unable to do so. Moreover, you agree to reimburse us for any costs (including reasonable attorneys' fees), losses or damages we incur in connection with any amendment or cancellation request you give us.

##### **3. Specific Rules for Wire Recipients outside of the United States**

For a wire transfer that will be received at a location outside of the United States, different rules may apply to error resolution and cancellation rights if the transfer is requested by a consumer primarily for personal, family, or household purposes. If different rules apply, a disclosure will be provided by the Bank regarding remittance transfers at the time the wire transfer is initiated.

#### **B. ACH Transactions**

We may accept payments on your behalf to your account or payments from your account which have been transmitted via an Automated Clearing House ("ACH") transaction. These transfers will be subject to the rules of the National Automated Clearing House Association ("NACHA"). You may not originate ACH funds transfers through us unless you enter into a separate agreement with us for that service.

Credit given to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making the payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

NACHA rules require that all international payments made via the ACH network must be identified as an international ACH transaction ("IAT"). If an ACH transaction involving your account is an IAT transaction, deposits may be delayed due to required review processes for IAT transactions. This could result in funds not being available in your account as early as a domestic ACH transaction.

Under the NACHA Rules, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

### C. Instant Payments

We may receive payments on your behalf that have been transmitted via an instant payments network, including the Real-Time Payments (RTP®) and FedNow® instant payments networks. Instant payments are subject to the applicable network's rules. To the extent the Electronic Funds Transfer Act and the Bureau of Consumer Financial Protection's Regulation E do not apply to any instant payment, instant payments transmitted over the RTP® network are governed by the laws of the state of New York (without regard to its conflicts of law rules), including Article 4A of the New York Uniform Commercial Code, and instant payments transmitted over the FedNow® network are governed by the Federal Reserve Board's Regulation J. All instant payments are subject to the requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the Financial Crimes Enforcement Network ("FinCEN"). You may not send instant payments through us; however, if you are enrolled in the Zelle® Payment Service through True Blue Online® Banking, your transactions processed through that service may be sent via the RTP® network.

Instant payments are processed 24 hours a day, seven days a week, including weekends and holidays, and are available only to customers and accounts that are located in the United States. Once initiated by the sender, an instant payment will settle to your account in seconds, unless the instant payment fails or is delayed due to a review by us or the sender's financial institution for fraud, legal, or compliance purposes. Instant payments will be considered a same day deposit if received prior to 10:00 p.m. Central Time. Transaction availability is subject to periodic system maintenance. Transaction limits imposed by the instant payments networks or insufficient funds in the sender's account may also prevent instant payments from being sent to your account. Once sent, an instant payment cannot be cancelled or amended by the sender; however, the sender's financial institution may request that we return the funds. You agree that we may, in our sole discretion and to the fullest extent permitted by law, debit your account and return the amount requested without notice to you. If you do not wish to accept an instant payment made to your account, you may request that we return the payment to the sender, but we shall have no obligation to do so.

If the sender's payment instructions provide both the name and the account number of the intended recipient, we may act on those instructions by reference to the account number only, even if the account number does not match the account name. We have no responsibility to investigate discrepancies between account names and account numbers, except under our obligations to investigate errors in accordance with Part V, Section H – Consumer Electronic Banking Disclosures.

### D. ATM Services

If your account is eligible for a Passcard or Visa® debit card and you obtain one of these cards, you may engage in certain account transactions at ATMs as set forth in the table below. These networks are generally available 24 hours every day. Cash withdrawals at an ATM are limited to \$1,000.00 per day in the aggregate, regardless of the type of ATM. Deposits made at Passcard Centers are limited to \$49,999.99 per deposit and up to an aggregate of \$99,999.99 per day. Transactions at an ATM not owned by Capitol Federal will be charged a separate fee as set forth in the separate service charge schedule(s).

|  |  |   |   |
|--|--|---|---|
| <b>Type of ATM:</b> Capitol Federal® ATMs<br><b>Available to:</b> Passcard and Visa® debit card<br><b>Available Services:</b> deposits, withdrawals, and balance inquiries | <b>Type of ATM:</b> Interlink®<br><b>Available to:</b> Passcard and Visa® debit card<br><b>Available Services:</b> withdrawals and balance inquiries | <b>Type of ATM:</b> Plus Systems®<br><b>Available to:</b> Passcard only<br><b>Available Services:</b> withdrawals and balance inquiries | <b>Type of ATM:</b> Visa®<br><b>Available to:</b> Visa® debit card only<br><b>Available Services:</b> withdrawals and balance inquiries |
|--|--|---|---|

You can locate Capitol Federal® ATMs at [www.capfed.com](http://www.capfed.com). You also may use your Visa® debit card at select merchants that display the Interlink logo. To locate a Visa®, Plus System® or Interlink ATM or merchant, look for these logos:



If you are away from home in the United States, to learn the location of the Plus System® ATM that is in your vicinity, use a touch-tone telephone to call (toll free): 1-800-THE-PLUS (1-800-843-7587). Then, enter the area code and exchange prefix (first three numbers of the local telephone number you are calling from) and you will be given the location of a Plus System® ATM in your calling area. Plus System® is a trademark of Plus Systems, Inc. You may also obtain this information at [www.visa.com](http://www.visa.com).

### E. Passcards

Ownership of a Passcard account requires special consideration for security and privacy of account information to fully protect you from fraudulent access to your funds. We may provide you with one or more Passcards for your account. You will choose a Personal Identification Number (PIN, or Passcode), which will enable you to access your account electronically through the use of ATMs, a telephone or any other electronic access device authorized by Capitol Federal®. When your Passcard expires, we may automatically issue you a new Passcard. If we do not automatically issue a new Passcard, you may request one.

The Passcard is for use only by the person named on the card. Your Passcard must never be given to any other person. Your Passcode (PIN) must never be disclosed to any other person, and should not be written on the plastic Passcard or carried with the Passcard such as in a wallet. Use of the Passcard together with the PIN shall have the same effect as your signature for authorizing transactions on your account.

Your Passcard (subject to the limitations for Passcard Savings Accounts) may be used for:

- withdrawals in cash or by check;
- withdrawals at point-of-sale merchant locations;
- deposits in cash, check or other negotiable instruments; and
- check cashing.

Withdrawals at point-of-sale or merchant locations may create a monetary hold reducing your available balance. The monetary hold is placed at the time the merchant processes an authorization for the transaction. The monetary hold is placed for the dollar amount of the authorization transaction (which may be a different amount than the final purchase amount). The hold will be released when the purchase transaction settling the original authorization is processed, but in no case will the hold extend more than 72 hours after the hold was placed. The available balance in your account for other transactions will be reduced by the amount of the monetary hold. During the period in which the monetary hold is in place, other transactions which clear your account in an amount greater than the available balance will create an overdraft and may result in an overdraft or NSF condition. See Part IV Sections J, K, L and M for overdraft policies and the separate service charge schedule(s) that apply to your account for related fees.

## **F. Visa® Debit Cards**

A Visa® debit card is available only to customers with checking accounts. A Visa® debit card lets you access your checking account by using the card, without writing a check. This Section E applies to all transactions for which you use Visa® debit card. When you sign your card and each time you use it, you agree to be bound by this Section E, as amended from time to time.

If you choose to have a Visa® debit card for your account rather than a Passcard, you will be provided with one or more Visa® debit cards for your account, and you will choose a Personal Identification Number (PIN). A Visa® debit card is for use only by the person named on the card and is non-transferrable. When your Visa® debit card expires, we may automatically issue you a new Visa® debit card. If we do not automatically issue a new Visa® debit card, you may request one. Your card must never be given to any other person. Your PIN must never be disclosed to any other person, and should not be written on the plastic card or carried with the card such as in a wallet. If you obtain a Visa® debit card, you will not be provided a Passcard for the applicable account. Use of your Visa® debit card together with your PIN shall have the same effect as your signature for authorizing transactions on your account.

The Visa® debit card issued to you is property of the Bank. In our sole discretion, we may revoke or restrict your use of any Visa® debit card without notice. If we demand it, you will return your Visa® debit card to us. By signing, using or permitting another to use your Visa® debit card, you are agreeing to the card's terms and conditions, including fees, charges and transaction limits.

### 1. Use of Visa® debit card

Your Visa® debit card may be used for:

- withdrawals in cash or by check
- deposits in cash, check or other negotiable instruments, and cashing checks
- purchases at merchants that have agreed to accept the Visa® debit card
- account funding transactions ("AFTs"), including person-to-person money transfers, account-to-account transfers, prepaid card reloads, and adding value to a digital wallet.

Your Visa® debit card may not be used for any unlawful purpose, including the purchase of goods or services prohibited by applicable laws or regulations.

### 2. Monetary Holds

Withdrawals at point-of-sale or purchases at merchant locations that have agreed to accept Visa® debit cards may create a monetary hold reducing your available balance. The monetary hold is placed at the time the merchant processes an authorization for the transaction. The monetary hold is placed for the dollar amount of the authorization transaction (which may be a different amount than the final purchase amount). The hold will be released when the purchase transaction settling the original authorization is processed but at no time longer than 72 hours after the hold was placed. The available balance in your account for other transactions will be reduced by the amount of the monetary hold. During the period in which the monetary hold is in place, other transactions which clear your account in an amount greater than the available balance will create an overdraft and may result in an overdraft or NSF condition. See Part IV Sections J, K, L and M for overdraft policies and the separate service charge schedule(s) that apply to your account for related fees.

### 3. Partial Authorizations

If the merchant participates in Visa's partial authorization service and the amount of a Visa® debit card transaction exceeds the available balance in your account, the merchant may request a partial authorization and we may authorize the portion of the transaction that does not exceed your available balance, instead of declining the transaction. A partial authorization will allow you to pay the remaining amount of the transaction by other means, such as cash.

### 4. Limitations on Frequency and Amount

Cash withdrawals at an ATM are limited to \$1,000 per day in the aggregate, whether at an ATM, Visa®, Plus or Interlink network location.

Purchases, AFTs or cash advances at Visa® merchants may not exceed your available balance. Transactions are further limited daily to not more than \$5,000 per account for purchases and \$5,000 per account for AFTs. Additional transaction limits may apply on a temporary basis if the Visa® authorization center is not able to communicate with us or if unusual activity on your account indicates potential unauthorized usage. Temporary increases in the daily limit for a specific transaction also may be authorized by contacting our customer service center at 1-888-8CAPFED (1-888-822-7333).

### 5. Card Activation

You cannot use your Visa® debit card for purchases until it has been activated. You may activate your Visa® debit card by:

- ATM transaction using your PIN
- Calling toll free 1-877-5CAPFED (1-877-522-7333)

### 6. Exchange Rate

If you effect a transaction with your Visa® debit card in a currency other than U.S. dollars, Visa® will convert the charge into a U.S. dollar amount and Visa® will impose its then-current currency exchange fee (see separate service charge schedule(s)). Visa® will use its currency conversion procedure, which is disclosed to institutions that issue Visa® debit cards. Currently the currency conversion rate used in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by Visa® for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by Visa®. The currency conversion rate used by Visa® on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

## 7. Emergency Services

You may request Visa® emergency cash disbursement or emergency card replacement services if your card is lost or stolen by calling the number on the back of your Visa® debit card. You agree that we may provide personal information about you and your account to Visa®, its members, or their designated agents for the purpose of providing these emergency services.

## **G. True Blue® Telephone Banking**

With our True Blue® Telephone Banking service, you may access your deposit and loan accounts for inquiry purposes, effect certain transfers, change your PIN and obtain general information about the Bank and its services. This service is available via touchtone telephone at 1-888-8CAPFED (1-888-822-7333).

## **H. Consumer Electronic Banking Disclosures**

This Section H applies only to electronic fund transactions (for purposes of this Section H, sometimes referred to as “transfers”) to or from consumer deposit accounts that are governed by the Electronic Fund Transfer Act and Regulation E of the Bureau of Consumer Financial Protection. A consumer deposit account is an account that is owned by a natural person and that is used primarily for personal, family or household purposes.

### 1. Types of Transfers

Electronic transfers governed by Regulation E include, without limitation, transfers made at ATMs, transfers made using your Passcard or Visa® debit card, True Blue Online® Bill Payments, direct deposits and withdrawals, electronic check conversions, ACH transactions, instant payments, person-to-person (“P2P”) transactions (including Zelle® payments), and some types of preauthorized and telephone transfers.

### 2. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Passcard, your Visa® debit card, your user name or password, or your PIN or similar 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 the maximum credit from any applicable overdraft protection plan). If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 for an unauthorized electronic funds transfer or a series of related unauthorized transfers if someone uses your card or PIN without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by card, 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.

### 3. Contact in Event of Unauthorized Transfer

If you believe your card or PIN has been lost or stolen, call 1-888-8CAPFED (1-888-822-7333). During business hours, you may speak directly with a customer service representative. Alternatively, you may select our account self-service options, which are available 24 hours a day, seven days a week, including weekends and holidays. You may deactivate your card from the self-service menu by selecting Option 3 (Account Self-Service), then Option 3 (Visa® debit or Passcard options), then Option 2 (card deactivation) and following the prompts. You can also write us at Capitol Federal® Savings Bank, 700 S. Kansas Avenue, Topeka, KS 66603 or send us a secure message through True Blue Online®. You should also contact us using any of the methods described above if you believe a transfer has been made using the information from your check without your permission.

### 4. Business Day

For purposes of these electronic banking disclosures, our business days are Monday thru Friday. Holidays are not included.

### 5. Periodic Statements

You will be sent a monthly account statement (unless there are no electronic transactions in a particular month). In any case you will be sent the statement at least quarterly.

### 6. 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 1-888-8CAPFED (1-888-822-7333) to find out whether or not the deposit has been made.

### 7. Preauthorized Payments

If you have made arrangements with any third party to make regular payments or transfers out of your account, you can stop any of these payments by contacting us in writing or by phone. We must receive your request at least 3 business days before the payment is scheduled to be made. If you call, we also may require you to put your request in writing and get it to us within 14 days after you call. Stop payments will permanently stop the next recurring electronic transaction, but will not stop subsequent recurring electronic payments. To revoke authorization for recurring electronic payments, you should revoke your authorization in writing with the person or company you are paying.

If these regular electronic payments vary in amount, the person or company you are paying must tell you 10 days before each payment when it will be made and how much it will be. If you order us to stop one of these pre-authorized electronic payments at least 3 business days before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages.

If, in connection with electronic payments deposited directly to your account by a third party, you deposit any amount in this account which should have been returned to the Federal Government or other issuer for any reason, you authorize us to deduct the amount of your liability to the Federal Government or other issuer from this 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 legal remedy to recover the amount of this liability.

### 8. 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:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.



- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM, terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds are subject to legal process or other encumbrance restricting the transfer.
- If the account becomes dormant, in which case we may terminate electronic funds transfer access to that account.
- If your card or PIN has been terminated or deactivated by us due to inactivity or at our discretion.
- There may be other exceptions stated in our agreement with you.

#### 9. Confidentiality

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

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

#### 10. Documentation of Terminal Transfers

You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or at any ATM located within the United States. ATMs in foreign countries are governed by their country's local laws, and may or may not provide you with a printed receipt. Receipts (if given) at ATMs not owned by Capitol Federal® may or may not display the account balance after your transaction.

#### 11. Error Resolution

In case of errors or questions about your electronic transfers, telephone us at 1-888-8CAPFED (1-888-822- 7333), write us at Capitol Federal® Savings Bank, 700 S. Kansas Avenue, Topeka KS 66603, send us a secure message through True Blue Online® or e-mail us at banking@capfed.com 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.

- Tell us your name and account number (if any).
- 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.
- 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. For point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account.

If you are a new customer, the following special rules will apply during the first 30 days your account is open. We may take up to 20 business days to investigate your complaint or question. If we need more time, however, we may take up to 90 days to investigate your complaint or questions. If we decide to do this, we will provisionally credit your account within 20 business days for the amount you think is in error, so you will have the use of the money during the time it takes us to complete our investigation.

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.

#### **NOTICE**

If you believe your Passcard, Visa® debit card, passcode or checks have been lost or stolen, or if you believe that someone may transfer money from your account without your permission, CALL AT ONCE:

7 a.m. to 7 p.m., Monday through Friday

8 a.m. to 4:30 p.m. Saturday

(Except holidays)

1-888-8CAPFED

1-888-822-7333 (toll free)

or by fax 24 hours daily 1-785-231-6364

Visa® debit card options are available 24/7 by calling 1-888-822-7333 and selecting option 3.

Or email to: banking@capfed.com

Or send us a secure message through True Blue Online®