

2015

Disclosure and  
Agreement for  
**Savings  
and  
Transaction  
Accounts**



**Capitol  
Federal<sup>®</sup>**



# TABLE OF CONTENTS

PART I INTRODUCTION.....	1
A. This Agreement .....	1
B. When this Agreement Becomes Effective .....	1
C. Organization and Scope of Agreement .....	2
D. Applicable Law .....	2
PART II FORM OF ACCOUNT OWNERSHIP.....	2
A. Classification of Account/Designation of Account Ownership .....	3
B. Individual Accounts.....	3
C. Joint Account with Right of Survivorship .....	3
D. Fiduciary Accounts .....	4
E. Trust Account.....	5
F. Payable on Death Account.....	5
G. Estate Account.....	6
H. Business Accounts .....	6
PART III GENERAL RULES FOR ALL ACCOUNTS ..	8
A. Identification Notice (USA Patriot Act) .....	8
B. Our Modification of the Agreement.....	8
C. Notices.....	9
D..... Your Waiver of Certain Notices	9
E. No Waiver of Our Rights .....	9
F. Termination of Agreement/Closing of Your Account .....	10
G. Transfer of Ownership .....	10
H. Death or Incompetence .....	10
I. Setoff and Security Interest.....	10
J. Legal Process against Account .....	11
K. Conflicts/Disputes Regarding Account .....	12
L. Your Indemnification Obligations and Limitations on Our Liability .....	13
M. Limitation on Time to Sue.....	14
N. Force Majeure .....	14
O. Collections .....	14
P. Credit Information .....	14
Q. Power of Attorney .....	14
PART IV OPERATION OF SAVINGS AND TRANSACTION ACCOUNTS.....	15
A. Deposit of Items .....	15
B. Direct Deposits .....	16

C. Funds Availability .....	16
D. Collection of Items .....	18
E. Fees, Service Charges and Balance Requirements .....	19
F. Electronic Presentment/Posting .....	19
G. Reviewing Statements and Error Notification...	20
H. Insufficient Funds, Uncollected Funds and Overdrafts.....	21
I. Standard Overdraft Services .....	22
J. Overdraft Protection Plan .....	23
K. Rules Applicable to Checks.....	23
L. Lost Account Access Instrument .....	27
M. Signatures .....	27
N. Dormant Accounts .....	28
PART V ELECTRONIC TRANSACTIONS .....	29
A. Wire Transfers .....	29
B. ACH Transactions.....	30
C. ATM Services .....	31
D. Passcards.....	32
E. TRUE BLUE® DIRECT VISA® Cards.....	33
F. True Blue Online® and True Blue® Bill Payment .....	34
G. True Blue® Telephone Banking.....	35
H. Consumer Electronic Banking Disclosures .....	35
PART VI TYPES OF DEPOSIT ACCOUNTS AND ACCOUNT DISCLOSURES .....	40
A. General Information Applicable to All Types of Savings and Transaction Accounts .....	40
B. Statement Savings and Passcard Savings .....	41
C. Interest Checking - Genuine Blue and Heritage Plus.....	42
D. Non-interest Checking—Simple Blue and First Blue and Heritage Blue .....	43
E. Money Market Select.....	43
F. Small Business Checking.....	44
G. Fiduciary/Community Service Checking.....	45
Appendix A (Passcard Center Locations).....	46

# **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 and savings accounts at Capitol Federal Savings Bank (the "Bank"). 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 who maintains one or more savings or transaction accounts (each a "deposit account" or "account") with us.

By signing a deposit account signature card or otherwise opening a deposit account with us, you accept and agree to be bound by this Agreement. It is a legally binding contract that can only be modified as provided in this Agreement. 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**

Your deposit account will be opened when (1) we have accepted your signed deposit account signature card, (2) you have received a complete copy of this Agreement, and (3) we have received any other documents we may require to establish a deposit account, including any resolutions for business accounts. However, if we open the account on our records and accept any deposit or process any other transaction, your account will be considered open and subject to the terms of this Agreement.

## **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. Part VI provides specific information relating to each type of savings and transaction accounts.

This Agreement covers all types of deposit accounts we offer. Some deposit accounts, such as IRAs 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.

# **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

account, trust or fiduciary account, or business account, 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 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 and forms of ownership available. Only the provisions relating to the classification and form of ownership designated on your signature card apply to your account.

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 or 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 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. 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.

Each owner of a joint account may withdraw, by any means we make available, any or all of the funds on deposit, close the account, enter into special agreements

regarding the account, and stop payment on any check drawn on the account. Each joint owner guarantees the signatures of the other joint owners. 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 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 which is given 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 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 of 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 reserve the right to require the designated beneficiaries to execute our Payable on Death Beneficiary Claim and Indemnity Agreement prior to payment. We are not liable for any other 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 Account**

An Estate Account is an account established by the 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.

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 they will not engage in unlawful internet gambling. Restricted transactions are prohibited from being processed through the account or relationship. Restricted transactions included 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 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**

All notices, questions and other communication concerning your account should be directed to:

Address: Capitol Federal Savings Bank  
700 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. 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.

### **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 (such as early withdrawal penalties on a certificate of deposit, if you seek to terminate the certificate of deposit prior to its maturity date), 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 or you have too many transfers from your account. 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. Transfer of Ownership**

Although checks drawn on your account are negotiable, the account itself is not. Accounts are not transferable except (i) on our books and records and (ii) in our sole discretion. In order to transfer title or pledge a certificate of deposit as collateral for a loan from someone other than us, a written request must be provided on a form we have approved. If ownership is to be transferred, we may require that the account be closed and a new account opened. Any pledge of the account 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 or expense 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 a certificate of deposit 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 their 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 refuse to permit (or may limit) withdrawals or transfers from your account until the legal process is satisfied or dismissed. If we receive any document that purports to be legal process issued out of any court or governmental agency,

you authorize us to accept and comply with it, no matter how we received it. You direct us not to contest on your behalf any such legal process and to take action to comply with such 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 pay out leaves insufficient funds to pay a check you have written. Any garnishment or other levy against your account is subject to our right of setoff and security interest. You agree that because we have financial centers or offices in numerous jurisdictions and states other than where your account was opened, if we are served with any process as referenced above in any jurisdiction or state, we may recognize and honor such service of process.

If legal process is brought against your account, and we assess fees against 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 expense due to any legal proceedings involving your account including a subpoena, a restraining notice, a search warrant (and related expenses due to a safe deposit break open) an 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. We may restrict the use of your account if it is involved in any legal proceeding. 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 owners 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, all without liability to us. We may also, without liability to you, 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 to reimburse us for any loss, interest expense, costs or other expenses including, without limitation, reasonable attorneys' fees and the costs of litigation (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, or claims of any kind arising in connection with the deposit services provided by us to you under this Agreement, except those losses, claims, and expenses (including attorney's reasonable fees and costs) arising out of our gross negligence or willful misconduct. You further indemnify and hold us, our officers, employees and agents harmless from any and all losses or claims 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**

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 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, to the extent permitted by applicable law, you agree to be responsible for all 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.

## **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.

## **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 (other than Statement Savings) may make deposits at ATMs. To make a deposit in person, you will scan your Passcard and may use your personal identification number ("PIN").

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 "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 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 or facsimile 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, re-deposit 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.

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. Deposits made to your account at an

ATM 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.

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 5:30 p.m. at one of our branches or before 5:00 p.m. at an ATM on a business day, we will consider that day to be the day of your deposit. Deposits made after 5:30 p.m. at one of our branches or after 5:00 p.m. at an ATM, will be considered made on the next business day. 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 \$5,000 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 or cash deposits to your account will be available on the day we receive the deposit. Funds from deposits of wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the check must be payable to you.

The excess over \$5,000 will be available on the third business day after the day of your deposit. If your deposit of these checks (other than an U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the 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 due 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.

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. Fees, Service Charges and Balance Requirements**

You agree to pay us, or have us deduct from your account, such fees and 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. Our current fee schedule is shown in a separate fee schedule to this Agreement and is incorporated by reference.

## **F. 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 balance available 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 overdraft fees.

## **G. 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 Electronic Funds Transfer Disclosures at Part V, Section H or other document applicable to electronic funds transfer, 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 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 or is altered in any way, you agree to notify us of such forgery or alteration within 30 days of the date on which the forged or altered 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 or altered 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 forgery or alteration. 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 or altered item drawn on your account.

Failure to report a forged or altered 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 forgery or alteration. Moreover, because you are in the best position to discover an unauthorized signature, an unauthorized endorsement, or a material alteration, 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 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.

## **H. Insufficient Funds, Uncollected Funds and Overdrafts**

You and all other persons with whom you hold a joint account are jointly and severally liable for all overdrafts created in the account, regardless of who caused the overdraft or who benefited from the overdraft. "Overdraft" includes, but is not limited to, overdrafts caused by withdrawals against available funds.

When you do not have enough available funds in your account to cover a check, ACH, True Blue® Direct Visa®

or Passcard debit transaction or other debit, we consider the check or debit an insufficient funds item (“NSF”). Whenever an item is received by us for authorization or payment that would create an NSF condition, we process and review the transaction. We will determine whether the transaction qualifies for payment under either our “Standard Overdraft Services” (discussed in Section I below) and/or our “Overdraft Protection Plan” (discussed in Section J, below) which is available to you upon registration, or if the authorization is to be denied or the item is to be returned unpaid.

If we overdraw your account for any reason, you agree to immediately deposit or otherwise repay us sufficient funds for the overdraft and any applicable overdraft fees. If you do not cover the overdraft within seven days, your account also will be subject to an Overdrawn Balance Fee. All subsequent deposits to your account, including deposits of benefit payments such as Social Security payments, may be applied by us to cover the overdraft item(s) and any overdraft fees. If we pay items by overdrawing your account on one or more occasions, we are not obligated to continue paying future insufficient funds items and we may stop paying your insufficient funds item without notifying you. Please refer to the separate fee schedule for a description of all NSF/Overdraft and other fees.

## **I. Standard Overdraft Services**

Our Standard Overdraft Services are provided to all customers (subject to your right, if the account is a consumer account, as defined in Part V, Section H), to “opt in” or “opt out” with respect to non-recurring debit card transactions and may cover your account when it becomes overdrawn. The Standard Overdraft Services are not our guarantee of payment. We will make a decision, solely in our discretion, as to whether an overdraft transaction created by check, ACH or other means will be paid.

Whether we return or pay an insufficient funds item using the Standard Overdraft Services depends on a number of factors, including the amount of the item, the past activity in your account and other deposit account(s) you hold with us, and is facilitated by a proprietary automated scoring system. We may, without prior notice to you, either return any insufficient funds item unpaid or pay it and overdraw your account. 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 desire to have your overdrafts reviewed under our Standard Overdraft Services, you may request to opt-out of these services and any transactions originated by you that would create an insufficient funds balance will be rejected or returned unpaid. For certain types of transactions, you will be charged a fee whether we pay the item or not. Please refer to the separate fee schedule for the Overdraft and NSF charges. Special rules apply for our Standard Overdraft Services for non-recurring debit card transactions. These are covered in a separate disclosure covering nonrecurring debit card transactions and our Standard Overdraft Services which you may obtain at any branch office, or by contacting customer service at 1-888-8CAPFED (1-888-822-7333).

## **J. Overdraft Protection Plan**

Whether you “opt-in” or “opt-out” for our Standard Overdraft Services for debit card and/or other transactions, you also may choose to apply for our Overdraft Protection Plan. While a fee is charged when your Overdraft Protection Plan is used, it usually will be less than fees charged for the Standard Overdraft Services. You should compare fees and your options for overdrafts. The Overdraft Protection Plan pays overdrafts by authorizing a transfer of funds from a companion checking, money market, savings or Execuline home equity line of credit loan account owned by you and held at Capitol Federal, subject to certain limitations. Please refer to the separate fee schedule for information concerning the Overdraft and NSF charges. You may contact us at any branch or our customer service at 1-888-8CAPFED (1-888-822-7333) for more information or to apply for an Overdraft Protection Plan. The Overdraft Protection Plan must be accepted by us before the overdraft occurs in order for it to be used to automatically cover an overdraft.

## **K. Rules Applicable to Checks**

### **1. Remotely Created Checks**

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” and then present it for payment. The remotely created check 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 for

payment, any debit to your account for that remotely created check will be considered authorized by you as if the remotely created check were actually signed by you. If you do not have a checking account, a remotely created check on your account will be rejected.

If you deposit a remotely created check to your account, you represent, warrant and agree to the following: (1) the person on whose account the check is drawn authorized the issuance of the check in the amount and to the payee stated on it; (2) if you created the check (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 check is returned, you owe us the amount of the check, regardless of when the check is returned and must reimburse us for any losses, costs and expenses we may incur as a result of any breach of these representations, warranties and agreements. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

## 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 sufficient collected funds 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 during its back

office processing 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® banking, you may access electronic images of checks through your online banking. You can obtain 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 re-present 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

At your request, we may stop payment on a check drawn against your account, as applicable, provided you meet our conditions to effect such a request, subject to a service charge. We may accept the Stop Payment request from any of the joint owners of the account (if the account is jointly owned) whether or not that joint owner is the signer of the check. In order to place a stop payment order, you must tell us the exact amount of the item, the number of the check, and the number of the account; otherwise, our computer may not catch the stop order. If

you produce a check by computer or in any other manner that does not contain a magnetic-encoded check number, we may not be able to honor the stop order. We are not responsible if the item in question is not described with reasonable certainty, and we are entitled to a reasonable period of time after we receive a stop order to notify our employees. You may notify us either orally or in writing to stop payment. An oral stop payment order on a check is binding on us only for 14 days unless confirmed in writing within this period. A written stop payment order is effective for 6 months, unless renewed in writing prior to the order becoming ineffective. A fee, as set forth in the separate fee schedule, will apply to all stop payment orders, including renewals of stop payment orders. If we fail to honor a timely and accurate stop payment order, 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 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.

You do not have the right to stop payment on a cashier's check, an official check, a teller's check, a certified check, a money order or a 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.

#### **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.

### **L. Lost Account Access Instrument**

You agree to notify us promptly if your Passcard, True Blue<sup>®</sup> Direct Visa<sup>®</sup> card, or any of your blank checks are lost or stolen, or if you believe that someone may transfer money from your account without your permission.

### **M. Signatures**

Your signature on the signature card is your authorized signature. 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 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 True Blue® Direct Visa® card and will establish a PIN when you open an account. Your use of your Passcard and PIN will constitute your electronic signature at our branches and ATMs.

When an account is established, 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, a resolution or in a separate written authorization that we receive. 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.

The authorized signatures for an account are those reflected on the Signature Card, any resolution or other separate written authorization relating to the account received by the Bank. For the payment of funds and for other purposes relating to any account you have with the Bank, the Bank is authorized to recognize those signatures, but it will not be liable to you for refusing to honor a check or other signed instructions if it believes in good faith that the signature appearing on such checks or instructions is not genuine. Additionally, if you have authorized the use of a 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 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 facsimile signature or endorsement device and promptly review your statements for unauthorized use of the device.

## **N. Dormant Accounts**

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



## **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 3:00 P.M. Central Time for a wire transfer that will be received at a location in the United States and 1:00 P.M. Central Time for a wire transfer that will be received at a location outside of the United States. If we receive your request after that time, we will treat it as if it was received on our next business day.

We are not obligated to accept (and may reject without liability 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, 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 fee schedule for current wire transfer fees. If any part of a wire transfer you send or receive is carried out by using Fedwire (which is a wire transfer system operated by the Federal Reserve Banks), 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, 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 apply for error resolution and your cancellation rights. Please refer to the disclosure provided by the Bank regarding remittance transfers.

## **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.

Credit given to you with respect to an automated clearing house 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. ATM Services**

If your account is eligible for a Passcard or True Blue® Direct Visa® 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 \$500.00 per day in the aggregate, regardless of the type of ATM. Deposits made at Passcard Centers are limited to \$49,999.99 per day. Transactions at an ATM not owned by Capitol Federal will be charged a separate fee as set forth in the separate fee schedule.

Type of ATM	Available to:	Available Services
Capitol Federal Passcard Centers	Passcard and True Blue® Direct Visa®	deposits, withdrawals, and balance inquiries
Interlink®	Passcard and True Blue® Direct Visa®	withdrawals and balance inquiries
Plus Systems®	Passcard only	withdrawals and balance inquiries
Visa®	True Blue® Direct Visa® only	withdrawals and balance inquiries

A list of Passcard Center ATM locations is set forth on Appendix A at the end of this Agreement. You also may use your Passcard 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).

#### **D. Passcards**

Passcards are issued for all savings and transaction accounts (unless the accountholder chooses to obtain a True Blue® Direct Visa® card instead). The Passcard for a Statement Savings account is limited and cannot be used at ATMs or to otherwise initiate an electronic transfer from a Statement Savings Account.

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. You will be provided with one or more Passcards for your account, and 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.

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) is used to enable

- withdrawals in cash or by check;
- withdrawals at point-of-sale merchant locations;

- deposits in cash, check or other negotiable instruments; and
- check cashing.

## **E. TRUE BLUE® DIRECT VISA® Cards**

The True Blue® Direct Visa® card is available only to customers with checking accounts. This Visa® check 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 the True Blue® Direct Visa® 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 True Blue® Direct Visa® card for your account rather than a Passcard, you will be provided with one or more True Blue® Direct Visa® cards for your account, and will choose a Personal Identification Number (PIN). The True Blue® Direct Visa® Card is for use only by the person named on the card. 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 True Blue® Direct Visa® card, you will not be provided a Passcard for the applicable account. Use of the Visa® card together with the PIN shall have the same effect as your signature for authorizing transactions on your account.

Just present your card at any of the millions of Visa® merchant locations worldwide — the amount of your purchase will be deducted automatically from your checking account within a few days. Each purchase will be itemized on your monthly checking account statement.

### Use of True Blue® Direct Visa® card

1. Your True Blue® Direct Visa® card can be used to enable:
  - withdrawals in cash or by check
  - deposits in cash, check or other negotiable instruments, and cashing checks
  - paying for purchases at merchants that have agreed to accept the Visa® debit card
2. Limitations on Frequency and Amount

Cash withdrawals at an ATM are limited to \$500 per day in the aggregate, whether at a Passcard Center, Visa® or Interlink network location.

Purchases or cash advances at Visa® merchants may not exceed your collected balance and are further limited daily to not more than \$1,500 per account for Classic cards, or \$3,000 per account for Platinum cards. 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).

### 3. Card Activation

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

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

### 4. Exchange Rate

If you effect a transaction with your True Blue® Direct Visa® 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 fee schedule). Visa® will use its currency conversion procedure, which is disclosed to institutions that issue debit Visa® 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.

## **F. True Blue Online® and True Blue® Bill Payment®**

True Blue Online® allows you to access your account through the Internet for balance and transaction inquiries, to make transfers between accounts, or send a secure message to the bank about your account. Checking account holders may also use True Blue Bill Payment® to make single or recurring bill payments and view cleared checks.

You can sign up for True Blue Online® and True Blue® Bill Payment services, and review the terms and conditions applicable to the services at our website [www.capfed.com](http://www.capfed.com).

## **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 or bill payments, order checks on a checking account, change your PIN and obtain general information about the Bank and its services. This service is available via touchtone telephone at 1-888-5TRUBLU (1-888-432-2926). Telephone Banking requires use of a PIN, which serves as your authorization to access your account information. For more information on Telephone Banking, including a full menu of services, please ask for a copy of our Mobile banking brochure at any Capitol Federal office or by calling our customer service 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 Regulation E of the Board of Governors of the Federal Reserve System. 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. Electronic transfers governed by Regulation E include, without limitation, transfers made using your Passcard, your True Blue® Direct Visa® card, True Blue® Bill Payment, direct deposits and some types of preauthorized and telephone transfers.

### **1. Types of Transfers**

The types of transfers you may make at ATMs, with your Passcard or your True Blue® Direct Visa® card or through True Blue® Telephone Banking are described above. Electronic transfers that you can make with True Blue Online® and True Blue® Bill Payment are described in our agreement for that service, which is available online. You may also authorize a third party to make direct deposits to your account. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

### **2. Your Liability for Unauthorized Transfers**

Tell us AT ONCE if you believe your Passcard, your True Blue® Direct Visa® 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). You can also write us at Capitol Federal Savings, 700 S. Kansas Avenue, Topeka, KS 66603.

You should also call the number or write to the address listed 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 preauthorized 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) or write us at Capitol Federal Savings, 700 S. Kansas Avenue, Topeka KS 66603 or E-mail us at [banking@capfed.com](mailto: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 request 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.

## **PART VI**

# **TYPES OF DEPOSIT ACCOUNTS AND ACCOUNT DISCLOSURES**

This Part VI of the Supplemental Disclosure contains information specific to the various types of deposit accounts at Capitol Federal.

### **A. General Information Applicable to All Types of Savings and Transaction Accounts**

#### **1. Rate Information**

Current interest rate and annual percentage yield information are provided 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 Statement Savings and Passcard Savings, and on the last day of each calendar month for checking and money market deposit accounts.

#### **2. Balance Computation Method**

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

#### **3. Accrual of Interest on Noncash Deposits**

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). (See Interest Earnings, below.)

#### **4. Interest Earnings**

Funds that you deposit are subject to withdrawal as stated in the Funds Availability section, above, in Part IV, Section C. Notwithstanding the availability for withdrawal, deposits will begin to earn interest as follows:

Method of Deposit	When Interest will Begin to Accrue
Cash	As of date of deposit.
Wire transfers from the Federal Reserve or Automated Clearing House (ACH) transfers	
Transfers from other Capitol Federal accounts U.S. Savings Bonds	As of date of deposit.
Checks (including money orders and traveler's checks) drawn upon the U.S. Treasury, a Federal Reserve Bank, a Federal Home Loan Bank, the U.S. Postal Service or any other U.S. federal or state chartered financial institution	As of the next business day following the day of deposit. Deposits that are received on non business days will be considered received as of the next following business day. Every day is a business day except Saturday, Sunday and federal holidays.
Checks drawn upon a foreign financial institution (if accepted by us) or any other items that otherwise are not payable on demand	When we receive final payment in collected funds

## 5. Fees

In addition to any fees described in this Part VI, other fees applicable to Savings and Checking Accounts are set forth in the separate fee schedule.

## 6. Account Reclassification

Interest checking and non-interest checking accounts consist of a checking subaccount and a savings subaccount. The Bank may periodically transfer funds between these two subaccounts. If your account is an interest-bearing account, your interest calculation will remain the same. Otherwise, the savings subaccount will be non-interest bearing. The savings subaccount will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection or your monthly statement.

# B. **Statement Savings and Passcard Savings**

## 1. Minimum Balance Requirements

To open a Passcard or Statement Savings account, you must deposit \$100.00 or more. The minimum balance required to earn interest is \$100.00. A minimum balance

fee will be imposed at the end of each calendar month if the average daily balance falls below \$100.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

## **2. Fees**

Please refer to the separate fee schedule for all fees that may be charged on this account.

## **3. Transaction Limitations**

After the deposit account is opened, you may make deposits into or withdrawals from the deposit account in person or by mail at any time in amounts of \$10.00 or more. Higher withdrawal amounts may be required at ATM locations. ATM withdrawals are limited to \$500.00 per day. Electronic debits processed through the ACH are permissible, but paper drafts (checks) will not be honored. You may make no more than six (6) electronic debits or transfers per calendar month. This limit applies to payments or transfers to third parties or to other deposit accounts at Capitol Federal, including ACH debits, preauthorized or telephone transfers, overdraft protection transfers, or point-of-sale transactions. Other third party payments such as checking, online banking transfers or telephone bill payments are not permitted on Statement Savings accounts. We reserve the right, in our sole discretion, to require seven (7) days advance notice of any withdrawal.

# **C. Interest Checking - Genuine Blue and Heritage Plus**

## **1. Minimum Balance Requirements**

To open an Interest Checking account, you must deposit \$100.00 or more. The minimum balance required to earn interest is \$100.00. A minimum balance fee will be imposed at the end of each calendar month if the average daily balance falls below \$1,000.00. When the primary account owner reaches the age of 50, he or she should notify the Bank that they are eligible for the Heritage Plus account. Any applicable average daily balance fees charged in the future would then be based on the Heritage Plus account, as opposed to the Genuine Blue account. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

## 2. Fees

Please refer to the separate fee schedule for all fees that may be charged on this account.

## 3. Transaction Limitations

After the deposit account is opened, you may make deposits into or withdrawals from the deposit account in person, at an ATM or by mail at any time in amounts of \$10.00 or more. Higher withdrawal amounts may be required at ATM locations. ATM withdrawals are limited to \$500.00 per day. Withdrawals are permitted in amounts of \$1.00 or more by check, or any amount by debit card (subject to card limits). Direct deposits and pre-authorized debits are accepted electronically or by paper draft (check).

# D. **Non-interest Checking—Simple Blue and First Blue and Heritage Blue**

## 1. Minimum Balance Requirements

To open a Simple Blue or Heritage Blue Checking account, you must deposit \$100.00 or more. To open a First Blue Checking, you must deposit \$25.00 or more. There are no minimum balance requirements.

## 2. Fees

No monthly service fees are assessed against your Non-Interest Checking account. Please refer to the separate fee schedule for all other fees that may be charged on this account.

## 3. Transaction Limitations

After the deposit account is opened, you may make deposits into or withdrawals from the deposit account in person, at an ATM or by mail at any time in amounts of \$10.00 or more. Higher withdrawal amounts may be required at ATM locations. ATM withdrawals are limited to \$500.00 per day. Withdrawals are permitted in amounts of \$1.00 or more by check, or any amount by debit card (subject to card limits). Direct deposits and pre-authorized debits are accepted electronically or by paper draft (check).

# E. **Money Market Select**

## 1. Tiered Rate

The Money Market Select account is a tiered-rate account that pays an interest rate based upon specified account balances, as set forth in the separate current

interest rate/annual percentage yield disclosure. We will pay an interest rate on the entire balance in your deposit account that corresponds to the applicable deposit tier.

## **2. Minimum Balance Requirements**

To open a Money Market Select account, you must deposit \$1,000.00 or more. The minimum balance required to earn interest is \$1,000.00. A minimum balance fee will be imposed at the end of each calendar month if the average daily balance is less than \$1,000.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. You must maintain minimum balance levels of \$1,000.00, \$10,000.00, \$25,000.00, \$50,000.00, \$100,000.00 or \$200,000.00 in the account each day to obtain the disclosed annual percentage yield.

## **3. Fees**

Please refer to the separate fee schedule for all fees that may be charged on this account.

## **4. Transaction Limitations**

After the deposit account is opened, you may make deposits into or withdrawals from the deposit account in person, at an ATM or by mail at any time in amounts of \$10.00 or more. Higher withdrawal amounts may be required at ATM locations. ATM withdrawals are limited to \$500.00 per day. You are allowed no more than six (6) payments by check or draft to third parties, or electronic debits or transfers per calendar month. This limit applies to payments or transfers to third parties, or to other deposit accounts at Capitol Federal, including ACH debits, preauthorized or telephone transfers, overdraft protection transfers, point-of-sale transactions, or checks or paper drafts. The limitation of six (6) checks or other third party transactions per calendar month is monitored based on when the checks or drafts actually clear an account, and not when they are written. Withdrawals are permitted in amounts of \$1.00 or more by check. Direct deposits and preauthorized debits are accepted electronically or by paper draft (check), subject to the limit noted above. We reserve the right, in our sole discretion, to require seven (7) days advance notice of any withdrawal.

# **F. Small Business Checking**

## **1. Minimum Balance Requirements**

To open a Small Business Checking account, you must deposit \$100.00 or more. The account will not earn



interest. A minimum balance fee will be imposed at the end of each calendar month if the average daily balance falls below \$10,000.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

## 2. Fees

Please refer to the separate fee schedule for all fees that may be charged on this account.

## 3. Transaction Limitations

After the deposit account is opened, you may make deposits into or withdrawals from the deposit account in person, at an ATM or by mail at any time in amounts of \$10.00 or more. Higher withdrawal amounts may be required at ATM locations. ATM withdrawals are limited to \$500.00 per day. Withdrawals are permitted in amounts of \$1.00 or more by check, or any amount by debit card (subject to card limits). Direct deposits and pre-authorized debits are accepted electronically or by paper draft (check).

# G. **Fiduciary/Community Service Checking**

## 1. Minimum Balance Requirements

To open a Fiduciary/Community Service Checking account, you must deposit \$100.00 or more. The account will not earn interest. A minimum balance fee will be imposed at the end of each calendar month if the average daily balance falls below \$500.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

## 2. Fees

Please refer to the separate fee schedule for all fees that may be charged on this account.

## 3. Transaction Limitations

After the deposit account is opened, you may make deposits into or withdrawals from the deposit account in person, at an ATM or by mail at any time in amounts of \$10.00 or more. Higher withdrawal amounts may be required at ATM locations. ATM withdrawals are limited to \$500.00 per day. Withdrawals are permitted in amounts of \$1.00 or more by check, or any amount by debit card (subject to card limits). Direct deposits and pre-authorized debits are accepted electronically or by paper draft (check).

# Appendix A

## Passcard Center ATM Locations:

### Greater Kansas City

Nall Hills	9500 Nall Ave., Overland Park
Mission	5501 Johnson Dr., Mission
State Line	1900 W. 75th St., Prairie Village
‡Corinth Hen House	4050 W. 83rd, Prairie Village
Santa Fe	9000 W. 87th St., Overland Park
Shawnee	5700 Nieman Rd., Shawnee
College Blvd.	10101 College Blvd., Overland Park
Olathe	1408 E. Santa Fe, Olathe
East Olathe	2100 E. 151st St., Olathe
Lenexa	15525 W. 87th St. Parkway, Lenexa
‡Blackbob Target	15345 W. 119th St., Olathe
‡Overland Park Target	12200 Blue Valley Pkwy., Overland Park
Old Metcalf	13500 Metcalf Ave., Overland Park
‡Shawnee Target	15700 Shawnee Mission Pkwy., Shawnee
‡State Ave. Price Chopper	7734 State Ave., Kansas City, KS
‡Overland Park Price Chopper	11700 W. 135th St., Overland Park
Westbrooke Village	7393 Quivira Rd., Shawnee
Shawnee Crossings	22400 Midland Dr., Shawnee
Santa Fe Plaza	203 N. Marion St., Olathe
‡Falcon Valley Price Chopper	19601 W. 101st, Lenexa
Nall Valley	15081 W. Nall, Leawood
Village of Seville	13100 State Line Rd., Leawood
‡North Barry Price Chopper	500 NE Barry Rd., Kansas City, MO
Embassy Plaza	5821 NW Barry Rd., Kansas City, MO
‡Gardner Price Chopper	830 E. Main St., Gardner
Liberty	1911 Star Dr., Liberty, MO
Midtown	4242 Main St., Kansas City, MO

### Topeka

Home Office	700 S. Kansas Avenue
Boulevard	1201 S. Topeka Blvd.
Fairlawn	2100 S.W. Fairlawn Road
South Topeka	2901 S. Kansas Avenue
Wanamaker	2865 S.W. Wanamaker Road
North Topeka	3540 N.W. 46th St.
Wanamaker Crossing	12th & Wanamaker Road
California Crossing	29th & California
Aquarian Center	3310 S.E. 29th St.

	<b>Lawrence</b>
Downtown	1046 Vermont St.
West Lawrence	1025 Iowa St.
K.U. Student Union	1301 Jayhawk Blvd.
‡Dillon's Plaza	1740 Massachusetts
‡Lawrence Target	3201 Iowa St.
‡Dillon's Lawrence	4701 W. 6th St.

	<b>Emporia</b>
Emporia	602 Commercial

	<b>Manhattan</b>
Manhattan	1401 Poyntz
KSU Student Union	17th & Anderson
West Manhattan	705 Commons Pl.

	<b>Salina</b>
Salina	2550 S. 9th St.

	<b>Wichita</b>
Bradley Fair	8301 E. 21st St. North
East Wichita	8040 E. Douglas
West Wichita	4020 W. Maple
Northwest Wichita	10404 W. Central
Southeast Wichita	4000 E. Harry
KenMar	4616 E. 13th St.
Derby	1636 N. Rock Rd. Suite 900
Andover	114 E. Cloud Ave.

‡Passcard Centers at these locations are available limited hours.

**Capitol Federal ATMs are also available in Greater Kansas City Walgreens stores. ATMs located in certain Walgreens across the state of Kansas are also available to Capitol Federal customers for ATM withdrawals without incurring fees. See [www.capfed.com](http://www.capfed.com) for the locations of the applicable Walgreens stores outside the Greater Kansas City area.**

# NOTICE

If you believe your Passcard, True Blue<sup>®</sup> Direct 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 9 p.m., Monday through Friday

9 a.m. to 6 p.m. Saturday

12 p.m. to 5 p.m. Sunday

(except holidays)

**1-888-8CAPFED**

**1-888-822-7333**

(toll free)

or

by fax 24 hours daily

**1-785-231-6364**

**For hearing disabled customers -**

**TTY Service - 785-270-6181**

or

**Email to:**

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