

Texas Capital Bank, N.A. and its' internet banking division, BankDirect ("Bank"), appreciate your business and continue to work hard to retain your trust as your banking partner. The following are disclosures which we provide annually to you regarding certain aspects of your banking relationship with us. Please review the disclosures carefully so that you understand your rights and responsibilities.

### ATM and Other Safety Tips

This disclosure is divided into three distinct parts: ATM and Night Depository Safety, PIN and Card Safety and Mail and Phone Safety.

#### ATM and Night Depository Safety

1. Observe your surroundings when using a freestanding ATM facility or night depository. In the event the ATM facility is poorly lit or is in a hidden area, use another ATM facility or night depository. Consider having someone accompany you, especially after sunset.
2. Prepare your transactions at home and have your ATM card or Visa® CheckCard out, ready for use.
3. Protect your PIN while entering on the keypad so that no one can see you entering it. Do not accept assistance from anyone unknown when using an ATM facility or night depository.
4. Do not display your cash; place your cash in your pocket as soon as the ATM transaction is complete. You can count your cash later when in the safety of your own car, home, or other secure area.
5. Lock the doors of your car and keep the windows rolled up (except for the front, driver side window) when using a drive through ATM facility or night depository. Keep the engine running and remain alert of your surroundings.
6. Turn off the engine, lock the doors and keep the windows of your car rolled up when using a freestanding ATM facility or night depository. Keep the keys to your car handy and remain alert of your surroundings.
7. Cancel the ATM transaction in the event you observe suspicious activity, place your ATM card or Visa® CheckCard in your pocket and leave immediately (confirm the cancellation later). Consider using another ATM facility at a different location.
8. Report any suspicious activity or crimes to the operator of the ATM facility or night depository and to local law enforcement officials immediately.
9. Avoid letting someone unknown enter behind you when using an ATM facility or night depository that requires the use of your ATM card or Visa® CheckCard to open the door.
10. Obtain the transaction receipt before leaving the ATM facility. Mark each transaction in your Account record later when you are in the safety of your own car, home, or other secure area.

#### PIN and Card Safety

1. Report your lost or stolen ATM card or Visa® CheckCard immediately as set forth in the Account Agreement.
2. Sign your new ATM card or Visa® CheckCard immediately upon receipt.
3. Protect your ATM card or Visa® CheckCard as if they were cash.
4. Keep your ATM card or Visa® CheckCard on your person when out (never leave in the glove compartment of your car).
5. Keep your ATM card or Visa® CheckCard and PIN separate.
6. Never write your PIN on your ATM card or Visa® CheckCard or write your PIN on a piece of paper that you keep in your wallet or purse.
7. Refuse to lend your ATM card or Visa® CheckCard to anyone.
8. Never disclose the PIN to your ATM card or Visa® CheckCard to anyone, including personnel at financial institutions, police or merchants.
9. Select a PIN that is not obvious (something other than name, telephone number, date of birth or any simple combination thereof).
10. Verify on a regular basis that your ATM card or Visa® CheckCard are in their allocated place.

#### Mail and Phone Safety

1. Be aware of high-pressure sales tactics. Record the name, address, and phone number of the soliciting organization. Ask for names of the solicitor's customers so that you may obtain references. Lastly, ask questions; the fewer questions that can be answered may be a sign that the solicitation is not legitimate.
2. Report suspicious telemarketing calls to the Attorney General within your state of residence, the National Fraud Information Office at [www.fraud.org](http://www.fraud.org) or the Better Business Bureau (local office).
3. Refuse to offer your personal information over the phone or through the Internet unless you initiated the call or online communication through the company's secure Website.
4. Consult the U.S. Postal Inspection Service with suspicious mail activity. Notify the Post Office immediately if you are no longer receiving mail; you can request that the Post Office trace any forwarding mail orders (remains in postal system for up to 14 calendar days).
5. Notify the Post Office immediately when you are planning to move.
6. Ensure that your mailbox is secure and promptly remove your mail from the mailbox each day mail is delivered.
7. Shred all mail documents which contain your Non-Public Personal Information.

### Commercial Customer Disclosure: Unlawful Internet Gambling Enforcement Act ("UIGEA") of 2006

The UIGEA, signed into law in 2006, prohibits any person engaged in the business of betting or wagering (as defined in the Act) from knowingly accepting payments in connection with the participation of another person in unlawful internet gambling.

Unlawful Internet gambling means to "place, receive or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made".

As a customer of the Bank, these restricted transactions are prohibited from being processed through your account or banking relationship with us. The Bank does not offer commercial deposit account services for businesses engaged in internet gambling activities nor those that process transactions on behalf of internet gambling businesses. The Bank reserves the right to terminate account relationships with businesses engaged in betting and wagering at any time without prior notice.

### Your Right to File a Complaint

Texas Capital Bank, N. A., is a national banking association chartered by the Office of the Comptroller of the Currency. BankDirect is a division of Texas Capital Bank, N. A. Any customer wishing to file a complaint against us should contact the Office of the Comptroller of the Currency as follows:

Office of the Ombudsman  
Customer Assistance Group  
800.613.6743 (P)  
713.336.4301 (F)  
1301 McKinney Street, Suite 3450  
Houston, Texas 77010-9050  
[www.occ.treas.gov](http://www.occ.treas.gov)

## Electronic Funds Transfers (Regulation E)

### Concerning ATM Transactions

You may use your ATM card or Visa® CheckCard to conduct these PIN-driven transactions:

- Withdraw cash from your checking or savings Account; you may withdraw up to \$500.00 each day if you have sufficient funds in your Account
- Transfer funds between your Accounts, including checking and savings
- Verify your Account activity, including balances, deposits, and withdrawals

\* In some cases, these services may not be available at all ATMs \*

### Concerning Telephone Banking Transactions

You may access your Account with us by telephone 24 hours a day, 7 days a week, by calling 877.839.2265 (Texas Capital Bank) or 877.839.2737 (BankDirect). To access your Account, you'll need your PIN, account number and touch tone phone. You may conduct these transactions:

- Transfer funds between your Accounts, including checking and savings
- Verify your Account activity, including balances, deposits, and withdrawals
- Change the PIN of your ATM card or Visa® CheckCard

### Concerning Online Banking Transactions

You may access your Account with us by 24 hours a day, 7 days a week, by logging on to our Website at [www.texascapitalbank.com](http://www.texascapitalbank.com) or [www.bankdirect.com](http://www.bankdirect.com). To access your Account, you'll need your User ID, security code and personal computer. You may conduct these transactions:

- Transfer funds between your Accounts, including checking and savings
- Make payments from your checking Account to a Third Party, using the Bill Pay feature
- Verify your Account activity, including balances, deposits, and withdrawals
- Export Bill Pay information and Account information to a financial package such as Microsoft® Money or Quicken®

### Concerning VISA® CheckCard Transactions

You may use your Visa® CheckCard to conduct these PIN and signature-driven transactions:

- Purchase goods and services in person, by telephone or over the Internet. You may not exceed your daily authorization limit. For security reasons, there may be times when we further limit this amount and/or the number of transactions
- Conduct a PIN-driven transaction to receive cash back at the point-of-purchase from a merchant or from a participating financial institution, where permitted

\* Your Visa® CheckCard is accepted wherever you see the Visa® logo displayed \*

### Limiting Transfers by Account Type

Federal law and regulation impose limitations on withdrawals and transfers from savings and money market accounts (non transaction accounts); thus, we are required to monitor the number of withdrawals and transfers from your savings and/or money market account on a monthly basis. You acknowledge and agree that during any statement cycle, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party.

You will receive a monthly statement from us in the event you initiate one or more transactions from your savings and/or money market Account during a given month. Otherwise, in the absence of such activity, you will receive a statement with respect to your savings and/or money market Account no less than quarterly.

### Concerning Transaction Fees

You acknowledge and agree that fees which pertain to your ATM, Visa® CheckCard and ACH services through us, where applicable, are detailed in the applicable fee schedule provided to you under separate cover. Furthermore, you acknowledge and agree that we may update the applicable fee schedule from time to time.

### Concerning ATM Fees

We do not assess a fee when you use one of our ATM facilities. However, you may be assessed a usage fee when using an ATM facility not owned by us, including, but not limited to, a balance inquiry. You acknowledge and agree that you are responsible for all fees incurred when conducting a transaction or balance inquiry at an ATM facility not owned by us.

### Receiving Receipt at ATM

You acknowledge and agree that you will receive a receipt at the time you initiate a transaction at one of our ATM facilities. However, if the transaction is \$15.00 or less, you may not receive a receipt. Such receipt will set forth the amount, date and other identifiable information which pertains to the respective transaction.

### Traveling Abroad

In the event you plan to use your Visa® CheckCard or ATM card while traveling abroad, please read these precautions before you begin your trip:

- Notify us prior to your travel departure so that you will have immediate access to your funds while abroad
- Safeguard your card; keep your Visa® CheckCard or ATM card in a safe place at all times
- Protect your Personal Identification Number (PIN); do not write your PIN on your Visa® CheckCard or ATM card
- Know your daily cash withdrawal limit
- Minimize your transactions; fewer transactions will reduce your exposure to fraud and fees
- Retain your receipts so that you can reconcile your Account when your statement arrives

We work hard to protect your Account against fraudulent transactions. In the event we notice unusual card activity, you acknowledge and agree that we may temporarily freeze your Account until we are able to verify the transaction(s) in question with you. Please advise us of your travel plans so that you will have immediate access to your funds. To advise us of your travel plans or in the event you suspect unusual transactions on your Account, call us AT ONCE at 877.839.2265 (Texas Capital Bank) or 877.839.2737 (BankDirect).

### Exchanging Foreign Currency

When you use your Visa® CheckCard at a merchant that settles in currency other than in U.S. currency, the transaction amount will be converted to U.S. dollars. The currency conversion rate used to determine the transaction amount in U.S. dollars includes one of these options:

- Rate selected by Visa® from a range of rates available in the wholesale currency markets for the applicable central processing date plus a .80 percent International Service Assessment (ISA) fee
- Government-mandated rate in effect for the applicable central processing date plus a .80 percent ISA fee

The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the date the transaction posts to your Account.

### Failing to Complete Transfers: Our Liability

If we do not complete a transfer to or from your Account on time or in the correct amount in accordance to our Agreement with you, we will be liable to you for your direct losses or damages not to exceed, in the aggregate, the amount of the transfer, and the recovery of that amount is your sole and exclusive remedy. Notwithstanding the foregoing, there are exceptions to our liability to you. We will not be liable to you in the event:

- Through no fault of ours, your Account does not have sufficient funds to complete the transfer
- The data from a Third Party is not received, incomplete or erroneous
- The recipient is deceased
- The transfer would exceed either your credit limit or overdraft line of credit
- The ATM from which you are conducting the transfer does not have enough cash
- The ATM or system is not working properly and you knew about the issue when you started the transfer
- Circumstances beyond our control prevent the transfer, such as natural disasters, despite reasonable precautions we have taken
- The funds in your Account are subject to legal process or other encumbrance restricting the transfer
- The Account is dormant, in which case we may terminate your card and code access
- The card or code has been revoked due to inactivity or at our discretion

\* Other exceptions may be stated in other Agreements we have with you as permitted by law \*

### **Placing a Stop Payment: ATM Card or VISA® CheckCard**

Unless otherwise provided by separate Agreement between you and us, you acknowledge and agree that you may not request a stop payment order on Electronic Funds Transfers you initiate with an Access Device. Thus, you should exert ordinary care at the point-of-purchase, whether in person, over the telephone or through the Internet, for the purchase of goods or services. Furthermore, unless you are confident that you will not need to request a stop payment order, you should use your judgment in completing the transaction.

### **Notifying Us of Unauthorized Transfers: Your Liability**

This section applies to unauthorized Electronic Funds Transfers involving an Access Device (ATM card and/or Visa® CheckCard). For information which pertains to unauthorized ACH activity, please see the "Returning Revoked/Unauthorized ACH Entries: Consumer" section or the "Returning Unauthorized ACH Entries: Commercial" section, as applicable, of this Agreement.

Notify us AT ONCE if you believe that your ATM card or Visa® CheckCard has been lost or stolen or if you believe that your PIN or similar code has been learned by an unauthorized person. You acknowledge and agree that such notification must be initiated by calling 877.839.2265 (Texas Capital Bank) or 877.839.2737 (BankDirect) followed by written confirmation. Furthermore, you acknowledge and agree that the written confirmation must be received by us within 10 calendar days from the date of your oral notification.

The risk to you in failing to notify us is the potential loss of all funds in your Account, including up to the maximum overdraft line of credit. If you notify us within two (2) Business Days after you learn of the loss or theft, your liability is up to \$50 for an unauthorized Electronic Funds Transfer or series of related unauthorized Electronic Funds Transfers should someone use your ATM card, Visa® CheckCard, and/or PIN or similar code without your permission.

If you DO NOT notify us within two (2) Business Days after you discover the loss or theft of your ATM card, Visa® CheckCard, and/or PIN or similar code and we can prove that we could have stopped someone from using your ATM card, Visa® CheckCard, and/or PIN or similar code had you informed us of the loss or theft, your liability could be as much as \$500.

Failure to notify us of any unauthorized Electronic Funds Transfer should someone use your ATM card, Visa® CheckCard, and/or PIN or similar code within 60 calendar days of when the first periodic statement which reflected such unauthorized activity was mailed or otherwise made available to you could result in additional losses by you of 100 percent.

At our discretion, we may extend the 60 calendar day timeframe when certain events prevent you from notifying us promptly, such as extended travel or hospital stay. Upon verification, we will extend the timeframe set forth herein to a timeframe deemed reasonable under such circumstances in accordance to Regulation E.

### **Provisioning for Error Resolution**

In the event you discover any error, including, but not limited to, an unauthorized transaction involving your ATM card, Visa® CheckCard, and/or PIN or similar code, or if you discover any error on your statement or receipt, notify us AT ONCE by calling 877.839.2265 (Texas Capital Bank) or 877.839.2737 (BankDirect), followed by written confirmation. You acknowledge and agree that the written confirmation must be received by us within 10 calendar days from the date of your oral notification. We will investigate whether an error occurred within 10 Business Days after we have received notice from you and will correct any error promptly. In the event we determine during our investigation that we need more time to complete our investigation, we may take up to 45 calendar days to investigate your notice of an error. Furthermore, if we determine that the alleged error involves a transfer which results from a point of sale transaction, or a transaction initiated outside a state, territory or possession of the U.S., we may take up to 90 calendar days (instead of 45) to investigate.

Upon determination that we need 45 or 90 calendar days to complete our investigation, we will provisionally credit your Account within 10 Business Days of your oral notice in the amount of the alleged error so that you will have use of such funds until our investigation is complete. You acknowledge and agree that the provisional credit is reversed if you do not provide us with your written confirmation within 10 calendar days from the date of your oral notice.

In the event your Account is new and your notice of an alleged error concerns an Access Device transaction that occurred within 30 calendar days after you made the first deposit to your Account, we may take 20 calendar days (instead of 10) to investigate. You acknowledge and agree that the written confirmation must be received by us within 10 calendar days from the date of your oral notification. If we determine that we need more time to complete our investigation, we may take up to 90 calendar days to investigate your notice of an error.

Upon determination that we need 90 calendar days to complete our investigation of the error on your new Account, we will provisionally credit your Account within 20 Business Days of your oral notice in the amount of the alleged error so that you will have use of such funds until our investigation is complete. You acknowledge and agree that the provisional credit is reversed if you do not provide us with your written confirmation within 10 calendar days from the date of your oral notice.

Notwithstanding the foregoing, new or existing Account, we will advise you as to the results of our investigation within three (3) Business Days of completion and if applicable, that the provisional credit is final. Furthermore, if we determine that an error did occur, we will correct the error within one (1) Business Day after our discovery. In contrast, if we determine that an error did not occur, we will advise you as to the date we will debit your Account for the provisional credit.

We will honor all Items for five (5) Business Days after we have debited your Account in an amount up to the provisional credit. Thus, only Items that would have paid had the provisional credit been in place will be honored. Furthermore, we will provide you with a written explanation detailing our decision that an error did not occur. You may request a copy of all documents used in our investigation. We request that all written confirmation and requests for documentation be mailed to our corporate office:

Texas Capital Bank, N.A. or BankDirect  
Attn: Client Support  
2350 Lakeside Blvd, Suite 800  
Richardson, Texas 75082

Business Days: Monday through Friday (excluding Federal holidays)  
Business Hours: 8:00 a.m. - 6:00 p.m. Central Time  
Phone: 877.839.2265 (Texas Capital Bank) or 877.839.2737 (BankDirect)  
Fax: 877.839.2738

We require these details in the event you are requesting documentation used during our research to determine whether an error occurred:

1. Your name and account number, if applicable
2. A description of the error or issue which pertains to the Electronic Funds Transfer about which you are inquiring that clearly details why you believe an error occurred or why you are requesting more information
3. The dollar amount of the suspected error or issue and the date it posted to your Account

### **Lending Your ATM or VISA® CheckCard**

In the event we determine through investigation that you loaned your ATM card, Visa CheckCard or your Personal Identification Number (PIN) or similar code to someone you know to conduct a transaction on your behalf, which in turn exceeds the authority granted by you, the protections of Regulation E do not apply. Under such circumstances, you acknowledge and agree that you bear full liability for such unauthorized activity.

### **Concerning Illegal Use of Your VISA® CheckCard**

You acknowledge and agree not to use your Visa® CheckCard(s) for illegal gambling or other illegal purposes. Furthermore, the display of the Visa® logo on a merchant's Website, for example, does not mean that transactions conducted from the merchant's Website are lawful in all jurisdictions in which you may reside.

### **Assessing Zero Liability: Your Liability**

When an Electronic Funds Transfer involves an Access Device which generates a debit to your checking Account, either ATM card or Visa® CheckCard, your rights and responsibilities are governed by Regulation E. Under such circumstances, the provisions covered in the "Notifying Us of Unauthorized Transfers: Your Liability" section of this Agreement provide the guidelines of your rights and responsibilities in the event you encounter unauthorized activity generated by an Access Device.

Zero liability applies when the transaction involves a revolving line of credit, which does not directly debit your checking account. Under such circumstances, zero liability provisioned by Visa® bylaws are afforded if you encounter unauthorized activity generated by your Visa® CheckCard. In the event an Electronic Funds Transfer meets the criteria for zero liability, we will provisionally credit your Account within five (5) Business Days.

### **Restricting/Prohibiting Transfers to Foreign Countries and Nationals**

In accordance with the Bank Secrecy Act and other applicable Federal law, we have the right to restrict or prohibit any transfers of funds to a foreign country, or national thereof, identified by the U.S. Government, including the Office of Foreign Assets Control, as a country which may be engaged in activities involving money laundering, terrorism or other criminal activities. Furthermore, at our sole discretion, we have the right to restrict or prohibit any withdrawal transactions (for example, debit transactions) originating from any foreign country.

\* MORE DETAILED INFORMATION IS AVAILABLE UPON REQUEST \*