The following terms and conditions govern the manner in which BankDirect (Us, We, Our) will provide Electronic Banking (Services) to You:

**Our Customer Service Information**
Phone: 1.877.839.2737  
Hours: Monday through Friday, 8:00 a.m. - 6:00 p.m. Central Time (CST)  
Saturday (Customer Service Only), 10:00 a.m. - 4:00 p.m. CST

Non-Business Schedule
The Customer Service Center is closed on Sundays and the following holidays: New Year's Day; Martin Luther King, Jr.'s Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day and Christmas Day.

Mail may also be addressed to:
BankDirect  
Customer Service Center  
P.O. Box 809017  
Dallas, TX 75380-9779

**Services**
You authorize Us to utilize third party service providers selected by Us to provide Services to You on Our behalf.

Payment of taxes, court directed payments and others via the Services is prohibited.

We reserve the right to refuse to make any payment and/or transfer.

Funds will arrive at Your targeted Payee and/or Account as close as reasonably possible to the date designated by You in Your payment and/or transfer instruction (Payment Date). Subject to the terms and conditions of this Agreement, You authorize Us, and any third party acting on Our behalf, to choose the most effective method to process Your payment and/or transfer, including, without limitation, electronic, paper or some other draft means. For each properly instructed payment to an eligible Payee and/or transfer to a targeted Account You will receive a transaction confirmation number (Confirmation Number).

The Payment Date indicated by You must always be a Business Day (as defined below). If it is not, the Payment Date will either be the first Business Day after the date indicated, or the previous Business Day before the date indicated.
determined by You.

Unless you receive a confirmation number, we shall not be liable for any failure to make a payment and/or transfer, including any finance charges or late fees incurred as a result. It is also important that the payment date be on or before the Payee due date, not the late date, and, since the time for us to process your payment varies according to the particular Payee, you must become familiar with the payment processing time for each Payee you desire to pay, and allow the appropriate number of business days between the day you input your payment instruction and the payment date. Subject to the limitation discussed below, if you follow the procedures described in this Agreement and the Your Guide to Electronic Banking (the Services User Guide) for payments, and you are assessed a penalty or late charge we will reimburse you for that late charge up to a maximum of one hundred dollars ($100.00) upon presentation of reasonable proof. In the event that you do not adhere to the obligations set forth in this agreement, or you schedule a payment less than the number of business days before the due date required for a particular Payee, you will bear full responsibility for all penalties and late fees and we will not be liable for any such charges or fees. The Service assumes no liability for the late posting or misapplication of payment once funds are received by Payees. This absence of liability, however, does not preclude Service from working to resolve these types of issues when they arise.

**Limitation**

Under no circumstances will We be liable if We are unable to complete any payments and/or transfers initiated in a timely manner via the Services because of the existence of any one or more of the following circumstances:

1. You do not obtain Confirmation at the time You initiate a payment and/or transfer.
2. The designated Account does not contain sufficient funds to complete the payment and/or transfer.
3. The designated Account is closed or frozen.
4. We have identified You as a credit risk and have chosen to (i) make all payments and/or transfers initiated by You via the Services utilizing a paper, as opposed to electronic, method, or (ii) to terminate Your subscription to the Services.
5. The Services, or any communications link is not working properly and You know or have been advised by Us about the malfunction before You execute the transaction.
6. You have not provided Us with the correct information for those Payees to whom You wish to direct payment.
7. The Payee mishandles or delays handling payments sent by Us.
8. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction.
9. If a legal order directs Us to prohibit withdrawals or transfers from the designated Account.
10. If any third party through whom any payment or transfer is to be made fails to properly transmit the payment or transfer.

We are not responsible for any other loss, damage or injury, whether caused by your equipment or software, the services, or any technical or editorial errors contained in or omissions from any user guide/brochure related to the Services. WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE OR THE SERVICES, EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD.

Payment/Transfer Cancellation/Modification
Except for those transfers which are completed immediately, You may cancel or modify a payment and/or transfer up to 2:00 p.m. Central Standard Time (CST) the same Business Day You schedule for payment and/or transfer.

Statements
All payments and/or transfers made via the Services will be listed on Your monthly Account statements (Statement) that you receive from Us.

New Services
We may, from time to time, introduce new services or enhance the existing Services. We shall notify You of the existence of these new or enhanced services. By using these services when they become available, You agree to be bound by the obligations concerning these services, which will be sent to You.

Care of Your Security Code and Security
You agree that You will not give your Services security code (Security Code) or make it available to any other person. You are responsible for all transfers and payments You initiate or authorize through the Services. If you disclose your Security Code to any person, allow any person to obtain your Security code, or permit any person to use the Services, you will have authorized that person to access your accounts and you are responsible for all transactions that person initiates or authorizes from your accounts. If You believe that Your Security Code has been lost or stolen, or that someone has made payments and/or transfers using Your Security Code without Your permission, notify Us IMMEDIATELY by phone any time during Customer Service hours or send an electronic message through the Service.

Your Liability for Unauthorized Payments
If you believe that your Security Code has been lost or stolen, notify Us IMMEDIATELY as provided above in order to keep Your possible losses down. If
you notify Us within two (2) Business Days after You learn of the loss or theft, your maximum liability is $50.00.

If you do NOT notify Us within two (2) Business Days after You learn of the loss or theft of your Security Code, and We can prove that We could have prevented someone from using Your Security Code if You had told Us in time, Your maximum liability is $500.00.

If your Statement contains payments and/or transfers that You did not make, notify Us IMMEDIATELY. If You do not notify Us within sixty (60) days after the Statement was mailed to You, You may not get back any of the money You lost 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 hospital stay or a long trip) prevented You from telling Us, We may at Our discretion, extend the time.

Errors and Questions
Contact us as soon as possible at either the address or telephone number described above if You think that a payment and/or transfer listed on Your statement is in error or if You need more information about a payment and/or transfer listed on the Statement. We must hear from You no later than sixty (60) days after You received the first Statement on which the problem or error appeared.

When You call or write Us, You must:
1. Tell Your name and User ID.
2. Describe the payment and/or transfer You are unsure about (Payee name, Account information, Transaction Date, Transaction Amount) and explain as clearly as You can why You believe it is an error or need more information. If possible, please provide Us with the Confirmation Number for such transaction.
3. Tell Us the dollar amount of the suspected error. If You tell Us orally, or by using the Services’ electronic mail, We may require that You send Your complaint in writing within ten (10) Business Days. We will tell You the result of Our investigation within ten (10) Business Days after We receive Your complaint and will correct any Services error promptly. If We need more time, We may take up to forty-five (45) days to investigate the complaint or question. If We decide to do this, We will recredit Your Account within ten (10) Business Days after we hear from you, for the amount You think is in error in order that You may have the use of the money during the time it takes to complete Our investigation. If We ask You to put Your question or complaint in writing and We do not receive it within ten (10) Business Days, We may not recredit Your Account.

If We decide that there was no error, We will mail or transmit to You a written explanation within three (3) Business Days after We have completed the
investigation, and within ten (10) Business days of the date of such explanation, We will debit Your account of the amount previously recredited to You for use during the time We took to complete Our investigation. You may ask for copies of documents used during Our investigation.

Dispute Resolution; Arbitration; Limitation of Liability
Any dispute between You and Us with respect to the handling of the deposit account shall be resolved by binding arbitration in Dallas, Texas, by the American Arbitration Association. The only damages each party shall recover against the other are the actual and direct damages for a breach of contract. NEITHER PARTY CAN RECOVER FROM THE OTHER ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, INCIDENTAL NOR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR GOODWILL. The American Arbitration Association commercial arbitration rules, including the optional rules for emergency measure of protection, shall apply to the proceedings.

Disclosure of Account Information to Third Parties
We will only disclose information as stated in the Notice of Your Financial Privacy Rights Agreement.

Charges and Fees
You agree to pay Us the fees to be published by Us from time to time. Currently, there are no monthly fees for the Services.

In the event We are unable to process a Services transaction, (if, for example, there are insufficient funds in Your designated Accounts) the transaction may result in a "Failed Payment and/or Transfer". In such event, except as otherwise provided by these Terms and Conditions the Services User Guide or applicable law, We will charge the total cost of the transaction, including any service charges, to You. In the event of repetitive Failed Payment and/or Transfer, We reserve the right to suspend Your subscription to the Services. This suspension may be without prior notice to You. If Your subscription is suspended, transactions which were previously initiated may still continue to be processed unless canceled and confirmation of such cancellation is provided as specified below. Suspension will be handled by Customer Service and all inquiries and correspondence relating thereto including requests for reinstatement should be directed to Customer Service. In the event Your subscription is suspended, We will notify You by mail to Your listed address. With respect to any Failed Payment and/or Transfer, You agree to reimburse Us within fourteen (14) days after notice is sent to You, for any funds We have already paid to one or more of Your designated Payees which We were unable to recover by debit to the Payee or charge to You. If You do not pay any amount owed to Us when due, You agree to pay interest on the unpaid balance at the rate of 18% per annum, or 1.5% per month (or the maximum rate allowed by applicable law, if less). In the event that Your claim or debt has to be referred to a third party for collection, You agree, to
the extent permitted by law, to pay all costs and fees incurred in collecting the outstanding balances, including reasonable attorneys' fees and court costs.

**Additional Terms and Conditions**

1. In addition to the foregoing, You agree to be bound by and comply with the requirements of the Services User Guide and applicable state and federal laws and regulations. We agree to be bound by them too.

2. We reserve the right to terminate Your use of the Services, in whole or in part, at any time without prior notice. You may cancel Your subscription to the Services, upon thirty (30) days prior notice to Customer Service. You will be responsible for all payments and/or transfers You have requested prior to termination and for all other charges, fees, and taxes incurred.

3. Be sure to cancel all outstanding payment and/or transfer orders within the 30 day notification period. We will not be liable for payments and/or transfers not cancelled or made due to your actions related to service termination.

4. These Terms and Conditions, the Services User Guide and applicable Services fees and charges may only be altered or amended by Us. In such event, We shall send notice to You at your listed address or transmit notice of the alteration or amendment over the Services. Your use of the Services following receipt of such notice constitutes acceptance of such alterations or amendments.

5. In the event of a dispute regarding the Services, You and We agree to resolve this dispute by looking to these Terms and Conditions. These Terms and Conditions shall supersede any and all other representations made by You or Our employees.

6. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Texas.

7. Business Days are Monday through Friday excluding normal banking holidays.

8. These Terms and Conditions and the Services User Guide are in addition to and cumulative with any account agreement you have with Us (an “Account Agreement”). In the event of a conflict between (a) these Terms and Conditions and/or the Services User Guide, and (b) any Account Agreement, the terms of these Terms and Conditions and/or the Services User Guide will apply.