

2010

*Disclosure and
Agreement for*

Savings and Transaction Accounts

Passcard

Personal Checking

True Blue[®] **Direct**

True Blue Online[®]

True Blue[®] Bill Payment

Money Market Accounts

Automated Teller
Machines (ATMs)

Direct Deposit

Pre-Authorized Payments

trueblue[®]
CAPITOL FEDERAL

Introduction

This is a disclosure and agreement for the terms, conditions, liabilities, rights and responsibilities for accounts at Capitol Federal Savings Bank which offer electronic services and for savings and transaction accounts, to include:

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By you signing the signature card or other agreement pertaining to your account with us, this disclosure and agreement automatically becomes a part thereof. You should read and retain this booklet and if you have any questions please ask us.

◆ Privacy Notice

Capitol Federal Savings Bank (referred to herein as “we”) collects nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us or others;
- Information we receive from a consumer reporting agency.

As a matter of policy and long time business practice, we do not sell customer information and we do not disclose any nonpublic personal information about you to anyone, except as permitted by law.

We may disclose all of the information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements.

If you decide to close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

We restrict access to your personal and account information to those employees who need to know that information to provide products or services to you. We also maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic information.

This privacy disclosure does not expand legal obligations and is not intended to create any liability other than that found in law. We reserve the right to change our privacy policy at any time.

◆ Passcard Accounts

These terms and conditions apply to all classifications of Passcard and Money Market accounts, including Statement Savings, Personal Checking, and Money Market Select, except as noted.

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 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 Automated Teller Machines (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 nor carried with the Passcard such as in a wallet.

Tell us **AT ONCE** if you believe your Passcard, Passcode or checks have been lost or stolen, or if you believe that someone may transfer money from your account without your permission. Telephoning is the best way of preventing or limiting your loss. Call 1-888-822-7333; or write: Savings Department, Capitol Federal Savings, 700 S. Kansas Avenue, Topeka, KS 66603, or send a fax to 1-785-231-6364 or contact the office in your area.

If you tell us within 4 business days, you can lose not more than \$50.00 if someone uses your Passcard without your permission. If you do not notify us within 4 business days of discovering the loss of your card you may lose up to \$300.00. Every day is a business day except Saturdays, Sundays and federal holidays.

There are serious criminal liabilities for fraudulent use of a Passcard. If your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you (14 days after statement mailing for payments made by forged checks), you may not get back any money you lost after the 60 days (14 days for checks) if we can prove that we could have stopped someone from taking the money if you told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

Your Passcard 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.

Additionally, by separate application you may

- transfer funds to a designated companion account in Capitol Federal,
- write checks against the balance of your account (Personal Checking and Money Market Select only),
- pay for purchases at Visa® merchant locations (True Blue® Direct only), and
- pay bills from your account to designated payees, either by request or on a recurring basis (True Blue Bill Payment).

You will be given a receipt at the time you make any transfer to or from your Passcard account at a Capitol Federal branch office or an ATM. If you have arranged to have direct deposits to your account at least once every 60 days from the same person or company, you may call us toll free at 1-888-8CAPFED (1-888-822-7333) to find out if the deposit has been made to your account.

Under the Operating Rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, [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.

You will receive a monthly statement for your account, except the Statement Savings account will receive a statement quarterly unless there are electronic fund transfers such as ATM or ACH (Automated Clearing House) transactions. In that case, a memorandum statement will be mailed for that particular month. Statements will show each transaction paid to or charged to the account, including service fees charged, interest earned and other particulars deemed pertinent by the Bank. The Owner shall review the statement as soon as possible, reporting any errors or discrepancies as soon as possible (See *In Case of Errors or Questions*.)

The Bank will not knowingly accept or act upon any authority received from or through any party other than the Owner except by pre-arrangement in writing. It is the responsibility of the Owner to protect the Passcard(s) and Personal Identification Number (Passcode) from disclosure to any other person.

This agreement for use of a Passcard account is subject to revision after first giving you written notice at least 30 days in advance of the effective date of the revision(s). Capitol Federal Savings reserves the right, at its sole discretion to require seven (7) days advance notice of any withdrawal; to refuse to accept any check, draft or other instrument of transfer except as a collection item, to refuse any account or prohibit further deposits to existing accounts; to discontinue or limit withdrawals by check, telephone transfer, True Blue Bill Payment or other third-party or electronic method; or to terminate the deposit relationship. The entire agreement for the account may be terminated at any time without advance notice by you or by Capitol Federal by closing the account, paying you the balance and interest earned to the date of closing.

ATM transactions at Capitol Federal Passcard Centers, Interlink[®], and Plus Systems[®] locations are available to all accounts except True Blue Direct, which may use Passcard Centers, Interlink[®] and VISA ATM's.

■ Statement Savings and Passcard Savings

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 account every day. Interest will be compounded daily using a 365/365 factor (366/366 in leap year), and will be credited to your account at close of business on the last day of each calendar quarter (March 31, June 30, September 30 and December 31).

Minimum Balance Requirements

To open a 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 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.

Balance Computation Method

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

Accrual of Interest on Noncash Deposits

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

Fees

The following fees may be assessed against your account:

- Minimum balance fee \$2.00 each month if the average daily balance in the account is less than \$100.00.
- Other fees as noted under “Services and Fees”.

Transaction Limitations

After the account is opened, you may make deposits into or withdrawals from the 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. Direct deposits are accepted electronically or by check. 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.

Services

Third party payments such as checking or telephone bill payments are not permitted on Statement Savings accounts except as noted above for ACH debits.

Overdraft Protection

If a Passcard account is used for Overdraft Protection, transfers shall be limited to not more than six (6) transfers per month, less any other automatic or electronic transfers.

■ Personal Checking (Transaction Accounts)

Interest Checking

(Genuine Blue, Heritage Blue)

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 account every day. Interest will be compounded daily using a 365/365 factor (366/366 in leap year), and will be credited to your account at close of business on the last day of each calendar month.

Minimum Balance Requirements

To open a 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 \$500.00, except that this fee shall not be charged for Heritage Blue accounts (primary account owner must be age 50 or older). When the account owner reaches the age of 50, he or she should notify the Bank so that average daily balance fees can be waived in the future. 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.

Balance Computation Method

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

Accrual of Interest on Noncash Deposits

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

□ Interest Checking and Free Checking

Fees

The following fees may be assessed against your account:

- Monthly service fee
\$3.00 per month if the average daily balance is less than \$500.00 but not less than \$300.00;
\$7.00 per month if the average daily balance is less than \$300.00. There is no monthly service fee if the average daily balance is \$500.00 or more, or on Freedom Blue, Heritage Blue or Cool Blue accounts.
- Other fees as noted under “Services and Fees”.

Transaction Limitations

After the account is opened, you may make deposits into or withdrawals from the 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. Direct deposits and pre-authorized debits are accepted electronically or by paper draft (check).

□ Checking Services

- This account is for the exclusive use of the Owner(s). The Bank will not recognize or honor any assignment or pledge which is given by the Owner to a third party on a checking account. Further, the Bank reserves the right to refuse or restrict a power of attorney, agency agreement or similar instrument as it may apply to a checking account.
- The Bank will accept interest checking accounts only from one or more individual account holders (to include sole proprietorship or practitioner or unincorporated business owned by husband and wife), and from organizations which are organized and operated as not-for-profit and primarily for religious, philanthropic, charitable, educational, or other similar purposes.
- The Owner agrees to use the forms, including blank checks, approved by the Bank. Capitol Federal reserves the right to return unpaid any other form of order or check presented or any order or check incompletely or defectively drawn. Industry check standards restrict personal check numbers to a limit of 4 digits. Once your check numbers reach 9999, your check numbers will restart at number 1001.

- The Bank will not recognize nor honor any restrictions of negotiability placed on checks by Owner without the prior written consent of the Bank. The Bank may disregard any and all information on a check other than the signature of the Owner, the identification of the drawee bank and payee of the check, the amount of the check, and any other information that appears in the Magnetic Ink Character Recognition (MICR) line at the bottom of the Owner's check.
- Canceled or paid checks will be retained by the Bank or its agent on microfilm (includes electronic imaging technology) records and shall not be returned to the Owner.
- Checks that are drawn upon insufficient funds or are not covered by withdrawable funds will be subject to be returned unpaid, and the account shall be charged a fee for this special handling each time a check is presented. 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 wrote the check or benefited from the payment. Refer to Funds Availability for more information on withdrawable funds (See also Fees above).
- Overdraft Protection is available and requires application by the Owner, and shall be subject to the terms and conditions stipulated in the separate agreement.
- The loss or theft of blank checks should be reported by Owner to the Bank immediately.
- At the Owner's request and risk, the Bank will accept a stop payment on a draft or check written by the Owner drawn upon the checking account, provided that such draft or check has not been paid, accepted or certified, and that such stop payment order is received by the Bank not later than 10:00 a.m. on the business day next following the business day on which the draft or check is presented by another bank for payment. Checks that are presented "on-us" are paid at the time of presentment and are not subject to stop payment after that time. A fee is charged for this service. Any stop payment request shall be valid for six months.
- The Bank will allow electronic check transactions to post to your checking account.

- We disclaim any and all liability for wrongful payment of any check(s) processed by any bill payment services and/or other entities which have been pre-authorized by you to draw upon your account, unless you have timely and properly stopped payment on such check(s). Capitol Federal may not be able to prevent payment of a third party draft because of the manner in which it is presented. Also, if you provide information to any such bill payment services or other entities which give them sufficient information to process checks on your account with us by automatic means (including, but not limited to, providing them with the Magnetic Ink Character Recognition (MICR) code which appears at the bottom of your checks), we are not liable for any damages or loss which you may suffer as a result.
- This Account consists of a checking sub account and a savings sub account. The Bank may periodically transfer funds between these two sub accounts. If your Account is a Plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non interest bearing. The savings sub account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

□ True Blue Direct

The True Blue Direct Card is a Visa® check card that looks like a Visa credit card, but works like a check. The True Blue Direct card lets you use your checking account without writing a check.

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

Your True Blue Direct 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 card

Additionally, by separate application, you may:

- Transfer funds to a designated companion account at Capitol Federal

Scope of this Agreement

This agreement applies to all transactions for which you use the True Blue Direct card. When you sign your card and each time you use it, you agree to be bound by the Agreement as amended from time to time.

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 Capitol Federal or if unusual activity on your account indicates potential unauthorized usage.

Overdraft protection is available for Visa transactions, to include authorization and settlement. Additionally the Bank, at its sole discretion, may elect to allow an overdraft on your account, for which a fee will be assessed.

Card Activation

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

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

Exchange Rate

The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa (PLUS) from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa (PLUS) itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustments. Transactions denominated in a currency other than U.S. Dollars and/or occurring outside of the jurisdiction of the United States shall be subject to a currency conversion fee of up to 1% (one percent) of the transaction amount. This fee will be in addition to and separate from any differential in the currency conversion rates.

Liability for Unauthorized Transactions

Tell us AT ONCE if you believe your True Blue Direct card has been stolen, or if you believe that someone may have transferred money from your account without your permission. Calling us is the best way of preventing or limiting your loss. Call 1-888-822-7333 or write: Capitol Federal Savings, 700 S. Kansas Avenue, Topeka, KS 66603, or contact the office in your area.

As a cardholder of a Visa True Blue Direct card, you agree that your card will not be used for any illegal transactions, or Internet gambling.

□ True Blue Online®

Access your Capitol Federal accounts through the Internet for balance and transaction inquiries, to make transfers between accounts, to pay bills to virtually anyone or send a secure message to the bank about your account.

You can sign up for this service at our website www.capfed.com. There is no charge for basic access services of inquiries and transfers between Capitol Federal accounts owned by you and identified by your same tax identification (social security) number. This includes other daily savings accounts, money market accounts, certificates of deposit, retirement accounts and loans.

If you would like the convenience of paying your bills from your computer, you may make single or recurring payments from your Capitol Federal checking account.

You can view your cleared checks for free using True Blue Online.

Other services include interfacing with Quicken® personal financial management software program, check reorders, stop payments, and replacement ordering for lost or damaged Passcards or Visa® True Blue® Direct cards.

□ True Blue Bill Payment

- True Blue Bill Payment allows customers a convenient way to pay bills using your touch tone phone or your computer.
- A separate application is necessary to establish the True Blue bill payment service. Application may be via True Blue Online or an application form. Upon receipt from the Owner of a properly completed application, Capitol Federal will prepare and mail to the Owner an approved payee list, assigning a unique identifying number to each requested payee authorized to receive payment through True Blue Bill Payment. Information on the approved payee list should not be disclosed by Owner to any third party.
- Payments cannot be sent to payees outside the United States. Payments cannot be sent to any taxing entity in remitting tax payments, Federal, State or Local.
- A single payment may not exceed \$9,999.99.
- Payees will be added or changed by a Call using the proper identification.

- The Bank will mail or transmit payment not later than the next business day after the date for which payment is requested. Every day is a business day except Saturdays, Sundays and federal holidays. If payment is requested for a day on which the Bank does not remit payments, the payment will be processed on the previous business day of the requested payment date. (We recommend that you allow five business days from the date for which payment is requested until the payment is due to your payee. This will allow for mailing time and processing by your payee.
- Policy on Insufficient and Available Funds
 - Capitol Federal will pay only from available (withdrawable) funds that are on deposit as of the close of business on the day prior to the day for which payment is requested, except the Bank reserves the right at its sole discretion and without establishing an agreement to so treat future situations, to create an overdraft on the account, remit the payment and charge a fee. If sufficient funds are not available to pay all requests on a given day, Capitol Federal will attempt to pay each request starting with the largest dollar amount. If an individual payment request cannot be paid with available funds, that request will be “skipped” and we will attempt to pay the next request.
 - Capitol Federal will mail a notice if you have insufficient funds to process payment requests.
 - If there are not sufficient funds available to make payment(s), and Capitol Federal does not pay the payment(s) by creating an overdraft, the payment(s) request will be canceled. Once canceled, the request must be entered as a new request. Recurring payment requests will be canceled only for the current payment, and will be rescheduled to continue processing at the next interval (monthly, quarterly, etc.).
 - Payment requests that are not paid due to insufficient withdrawable funds shall be subject to a NSF notice fee (see Fees).
- Any cancellation of payment requested by the Owner must be received by the Bank no later than 10:59 p.m. of the business day prior to the date for which the payment was originally requested.

- Should the Bank fail, through error or negligence on its part, to make a payment to a designated payee, the liability of the Bank shall be limited solely to payment of any late charge or interest expense that directly results from such failure to make payment. Further, the Bank shall assume no liability for non-payment due to errors, omissions or delays on the part of the Owner, the U.S. Postal Service or any other transmitting party, or the Payee.
- In the event of refusal of payment by a designated payee, the Bank will notify the Owner of such refusal. Upon such notification, the Bank shall have no further responsibility of payment and shall not be liable for any damages, actions or causes of action by virtue of such payment refusal.
- Capitol Federal reserves the right to delete dormant payees that have not been active for at least six months, or to change payee addresses or account number structure at the request of the payee or its agent.
- The Owner agrees to indemnify, pay and hold the Bank harmless from any and all liability, loss, damages or costs as the result of any claim, demand or judgment arising from any payment made pursuant to the True Blue Bill Payment agreement.
- Upon receipt of a properly completed and authenticated telephone call (Call), the bank is authorized to change the Owner's account for the amount of any payment made by the Bank pursuant to such Call.

◆ Money Market Select

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 account every day. Interest will be compounded daily using a 365/365 factor (366/366 in leap year), and will be credited to your account at close of business on the last day of each calendar month.

Tiered-Rate

The Money Market Select account is a tiered-rate account that pays an interest rate based upon specified account balances. Capitol Federal will pay an interest rate on the entire balance in your account that corresponds to the applicable deposit tier. Interest rate and annual percentage yield tiers on the Money Market Select account are:

under \$1,000.00
\$1,000.00 to \$9,999.99
\$10,000.00 to \$24,999.99
\$25,000.00 to \$49,999.99
\$50,000.00 to \$99,999.99
\$100,000.00 to \$199,999.99
\$200,000.00 and above.

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. You must maintain minimum balance levels of \$1,000.00, \$10,000.00, \$25,000.00, \$50,000.00, \$100,000 or \$200,000.00 in the account each day to obtain the disclosed annual percentage yield.

Balance Computation Method

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

Accrual of Interest on Noncash Deposits

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

Transaction Limitations

After the account is opened, you may make deposits into or withdrawals from the 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 drafts 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. Capitol Federal Savings reserves the right at its sole discretion to require seven (7) days advance notice of any withdrawal.

Telephone Transfers (optional)

- Transfers may be initiated by telephone, and shall be limited to not more than six (6) payments per month, less any checks clearing which shall be included in the limit of six. Transfers are limited to payments to
 - the Owner at the statement address, and
 - loans or non-time deposit accounts at Capitol Federal.
- A separate, signed application is necessary to establish telephone transfer services, or to change or add account numbers.

Overdraft Protection

- If a Money Market Select account is used for Overdraft Protection, transfers shall be limited to not more than six (6) transfers per month, less any other automatic or electronic transfers.

◆ Services and Fees

□ Miscellaneous Services and Fees

- NSF (Not Sufficient Funds) or Overdraft fee
\$32.00 for each debit or item presented to the Bank which is drawn upon insufficient or funds that otherwise are not available for withdrawal - whether paid into overdraft or returned unpaid - to include electronic pre-authorized payments originated by Capitol Federal; ACH or other electronic debits originated by a third party; checks, drafts or other orders for payment; each daily notice of True Blue Bill Payment; and any other debit request originated by or on behalf of the Owner.
- Visa Debit card settlement
\$20.00 for each settlement transaction.
- Overdraft Protection Fees
\$8.00 per daily requirement to transfer to pay overdraft using a companion Passcard Account or Execuline loan. Overdraft Protection fee is charged whether or not the transfer is completed due to subsequent deposits or credits. \$5.00 per day on accounts remaining overdrawn more than 7 continuous days.
- Stop Payment
\$32.00 each, including customer-initiated Stop Payment Requests for personal checks or other drafts, True Blue Bill Payments or ACH electronic debits.
- Check Printing
Price depends upon account type, style selected and quantity ordered, to include special order checks for computers and 3-to-a-page.
- Check Conversion
\$0.20 for each check converted to electronic presentment via ACH, debit network or any other channel except the Federal Reserve Bank's "Check 21" program.
- Duplicate or cutoff statement
\$2.00 each
- Certified checks \$3.00 each, valid for 90 days from certification.
- Copies of checks
\$2.00 each, (may be viewed online through TBO without charge)
- Non-Capitol Federal/network ATM transaction fee \$1.00 for each withdrawal transaction \$0.50 for each inquiry or transfer transaction An additional surcharge may be imposed by the ATM owner at non-Capitol Federal locations.

- POS (point of sale) transaction fee
\$0.20 each when the PIN is used (there is no fee for use of the True Blue Direct card for a purchase at a Visa merchant without the PIN).
- ACH POS (point of sales) transaction fee
\$0.20 each when originated by a third party merchant.
- IAT (International ACH Transactions) transaction fee
\$2.00 each when ACH credit or debit entry is part of a transaction originating outside the territorial jurisdiction of the United States.
- Account research or reconciliation fee
\$25.00 per hour, plus costs for any photocopies or microfilm copies required
- Cashier's checks (All checks issued on Capitol Federal)
\$3.00 each
- Cash drafts
\$5.00 for each check (checks not withdrawn from a deposit account)
- Collection items (for deposit)
\$15.00 for Canadian checks
\$40.00 for other foreign checks
- Dormant account fee - \$5.00 per month

Savings accounts:

Balance less than \$100.00 with no account activity for 24 months;

Any balance with no account activity for 24 months and incorrect address; Balance less than \$1.00 with no activity for 120 days, account is closed.

(Excludes Blue Bucks and Blue Chips accounts)

Non-interest checking and Heritage checking:

Balance less than \$100.00 with no account activity for 12 months;

Any balance with no account activity for 12 months and incorrect address;

Balance less than \$1.00 with no activity for 120 days, account is closed.

IRA accounts:

Balance less than \$100.00 with no account activity for 24 months;

Any balance with no account activity for 24 months and incorrect address.

- Money Order
\$2.00 for customers Service not available for non-customers
- Replace lost ATM or True Blue Direct card
\$5.00 each

- Returned deposit fee
\$5.00 for each check or other deposit item which is returned unpaid
- Service of legal notice
\$25.00 for each legal notice served upon the Bank in connection with your account, to include a garnishment, tax lien, IRS levies, subpoena, restraining order, order freezing assets or similar orders or notices requiring action or answer by the Bank.
- Travelers cheques
1% of face value for single signature 1 1/2% of face value for two signatures
- Gift checks
\$2.50 each
- Wire transfers
\$10.00 for all incoming wire transfers
\$15.00 for outgoing domestic wire transfers
\$35.00 for outgoing international wire transfers
Service available for customers only
- Cash advance
Visa / Mastercard and Discover for non-customers
\$15.00 - Maximum \$1,000.00 advance
- Electronic addenda record
\$1.00 per record
- Check Collections
Personal checks previously returned NSF, and sent to Capitol Federal for collection shall be held for no more than 10 days.
Checks not paid are returned to the payee or presenter.
Checks for collection which are paid shall be subject to the following fees:
\$3.00 Charged to the maker of the check
\$10.00 Charged to the payee or presenter of the check.

□ Passcard Center ATMs

Capitol Federal offers ATM services at our Passcard Center at the branch office and other locations shown below. The Passcard Centers are available 24 hours every day. Cash withdrawals at an ATM are limited to \$500.00 per day in the aggregate, whether at a Passcard Center, Visa[®], Plus System[®] or Interlink[®] network location. 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.

Passcard Center locations:

Greater Kansas City

Nall Hills	95th & Nall, Overland Park
Mission	5251 Johnson Dr., Mission
State Line	75th & State Line, Prairie Village
Corinth HenHouse	4050 W. 83rd, Prairie Village
Santa Fe	87th & Santa Fe, Overland Park
Shawnee	5700 Nieman Rd., Shawnee
College Blvd.	10101 College Blvd., Overland Park
Olathe	Santa Fe & Burch, Olathe
East Olathe	151st at Mur-Len, 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	135th & Metcalf Ave., Overland Park
‡Shawnee Target	15700 Shawnee Mission Pkwy., Shawnee
State Ave.	
Price Chopper Overland Park	7734 State Ave., Kansas City, KS
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
Leawood	
Price Chopper	13351 Mission Rd., Shawnee Mission
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

Capitol Federal ATMs available in Greater Kansas City Walgreens. No fees for Capitol Federal cardholders.

‡Passcard Center at this location is available limited hours.

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	29th & Wanamaker Road
North Topeka	3540 NW 46th St.
Wanamaker Crossing	12th & Wanamaker Road
California Crossing	29th & California
Aquarian Center	3310 S.E. 29th St.

Lawrence

Downtown	11th & Vermont
West Lawrence	Iowa & Harvard Road
K.U. Student Union	1301 Jayhawk Blvd.
‡Dillon's Plaza	1740 Massachusetts
‡Lawrence Target	3201 Iowa
‡Dillon's Lawrence	4701 W. 6th St.

**Capitol Federal ATMs available in Lawrence Walgreens.
No fees for Capitol Federal cardholders.**

Emporia

Emporia	602 Commercial
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Manhattan

Manhattan	14th & Poyntz
KSU Student Union	17th & Anderson
West Manhattan	705 Commons Pl.

Salina

Salina	2550 S. 9th St.
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Wichita

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

‡Passcard Center at this location is available limited hours.

□ Visa®, Plus System® and Interlink® ATM Networks

Capitol Federal is affiliated with the Plus System®, and Interlink® ATM networks providing our Passcard and Money Market Account owners with access to their accounts at over 80,000 locations located in 144 countries. Capitol Federal is affiliated with VISA and Interlink® ATM networks providing our True Blue Direct owners with access to their accounts at over 800,000 locations worldwide. The VISA and Plus System provide withdrawals and balance inquiries. The Interlink® ATM network provides withdrawals, transfers and balance inquiries. The networks are available 24 hours every day. A fee is charged for every VISA, Plus System and Interlink® ATM transaction. To locate a VISA, Plus System or Interlink® ATM, look for these logos:



If you are away from home, in the USA, to learn the location of the Plus System ATM that is in your vicinity:

- use a touch-tone telephone,
- call 1-800-THE-PLUS (toll free),
- enter the area code and exchange prefix (first three numbers of the local telephone number you are calling from),
- you will be given the location of a Plus System ATM in your calling area.

®Plus System is a trademark of Plus Systems, Inc.

□ Notice of ATM/Night Depository User Precautions

As with all financial transactions, please exercise discretion when using an ATM or night depository. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home to minimize your time at the ATM or night depository.
2. Mark each transaction in your account record, but not while at the ATM or night depository. Always save your ATM receipts. Don't leave them at the ATM or night depository because that may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't let anyone use your passcard.
5. Remember, don't leave your passcard at the ATM. Do not leave any documents at the night depository.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your passcard as though it were cash. Don't tell anyone your PIN. Don't write your PIN down and leave it in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your passcard, or if it is stolen, promptly notify us.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night depository, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset.
10. Don't accept assistance from anyone you don't know when using an ATM or night depository.
11. If you notice anything suspicious or if any other problem arises, you may want to cancel your transaction.
12. Don't display your cash; put it away as soon as your ATM transaction is complete and count the cash later in the safety of your car or home.
13. At a drive-up facility, make sure all car doors are locked and all windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night depository to be safe and convenient for you. Please tell us if you know of any problems. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

□ Direct Deposit and Pre-Authorized Transfers

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 at Capitol Federal. 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 toll free at 1-888-8CAPFED (1-888-822-7333) to find out if the deposit has been made to your account. If your deposits are into a Passcard account, all direct deposits will appear on your statement.

If you have made arrangements with any person or company to make regular payments or transfers out of your account, you can stop any of these payments.

Here's how:

Call us at: (785) 235-1341 or

Write us at: Capitol Federal Savings
700 S. Kansas Avenue
Topeka, KS 66603.

We must receive your request 1 business day or more 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 are valid for 30 days. To revoke a payment, you must submit your request in writing. A revocation is valid for 180 days.

If these regular payments vary in amount, the person or company you are paying must tell you 10 days before each payment when it will be made and how much it will be. If you order us to stop one of these pre-authorized electronic payments 1 business day or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

◆ Policies

□ Terms for All Deposit Accounts

- Right to Set-off

If you ever owe us money for any reason, and it becomes due, we have the right under the law (called Set-Off), and under this agreement to use money from your account to pay the debt and any cost or expenses 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 to set-off at any time without prior notice to you or any owner of such account.

- Overdraft Liability

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.

- Bank Fees/Service Charges

In the event your account is garnished, attached, or otherwise levied against, and/or in the event we assess fees against your account, our right of set-off and security interest in your account and right to recover those fees take priority and may be paid to us before paying any garnishments, attachments, or other levies against your account.

- Re-depositing Checks

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

- Collections

Should the bank find it necessary to use a collection agency or attorney to collect any and all applicable charges to my account, I agree to be responsible for all collection costs and/or reasonable attorney's fees.

□ Terms for Transaction Accounts

(Personal Checking
Money Market Accounts)

- Insufficient Funds/Overdrafts

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 the Bank for authorization or payment and it would create an NSF condition, Capitol Federal processes and reviews the transaction. We will determine whether the transaction qualifies for payment under our standard overdraft services and/or our overdraft protection plan, or if the authorization is to be denied or the item is to be returned unpaid.

If we overdraw your account to pay an item, you agree to immediately deposit or otherwise repay Capitol Federal sufficient funds for the overdraft and any overdraft fees. All subsequent deposits to your account(s), including deposits of benefit payments such as Social Security payments, may be applied by Capitol Federal 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.

- Standard Overdraft Services

For a fee, the bank’s standard overdraft services may cover the account when it becomes overdrawn. The standard overdraft services are not the Bank’s guarantee of payment, but a decision solely at its discretion as to whether an overdraft transaction will be paid. Capitol Federal designed these services to prevent embarrassment for its customers by permitting overdrafts on an account when we believe it is likely that the overdraft is only a temporary situation. When an item is paid using our standard overdraft services, you also will avoid the merchant charging you additional fees and potentially reporting detrimental credit information as compared to an item being returned unpaid.

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 and the past activity in your account. We may without notice to you either return any insufficient funds item unpaid or pay it and overdraw your account.

- Overdraft Protection Plan

Capitol Federal also allows customers to establish an overdraft protection plan utilizing available funds that are transferred from a companion account held with the Bank, including:

- savings account
- checking account
- money market account
- Execuline* home equity line of credit

An application is required to establish an overdraft protection plan and link the companion accounts. Specific dollar limitations may be imposed on any transfers for overdrafts. Overdraft protection transfers for True Blue® Bill Payment are limited to \$2,000.00 per day. If a Passcard or money market account is used, transfers are limited to not more than six (6) transfers per month, less any other automatic or electronic transfers.

If you have an overdraft protection plan, the Bank will attempt to utilize this plan first when reviewing an overdraft situation. If the plan would not cover all or part of an overdraft situation, the Bank then would apply its standard overdraft services.

**An Execuline home equity line of credit is an open end, revolving line of credit secured by a mortgage on your home, subject to credit approval. You may borrow up to 80% of the current market value of your home, less any outstanding mortgage balance (subject to program maximum loan amounts). You pay interest only on the amounts you borrow, with favorable rates. You must carry insurance on the property that secures this loan. Certain restrictions apply.*

“Opt-in” or “Opt-out”?

Special rules apply for our standard overdraft services for certain transactions. As the account holder, you make the decision regarding how you want Capitol Federal to handle your overdraft *debit card* transactions. You determine if you want to “opt in”, granting Capitol Federal permission to apply standard overdraft services to the use of your debit card.

If you choose to “opt in”, Capitol Federal will review overdraft debit card transactions and if the transaction is paid, charge a fee for the service. Note that automatic bill payments on your debit card — IF NOTED BY YOUR MERCHANT AS RECURRING — would not be subject to opt-in/opt-out, and would be covered by our standard overdraft services. Should you not “opt-in” or later decide to “opt-out”, and any one-time (non-recurring) debit card transactions that would create an overdraft will not be reviewed under standard overdraft services and will be

declined at the time and place of purchase — but no fee will be charged.

Accountholders have flexibility in making this decision. You may “opt out” at any time and “opt in” later, should you choose to do so. Depending upon how you notify us, due to regulatory notice requirements, there may be a delay of up to two business days for a change in your option status to become effective.

Note that Capitol Federal does NOT apply standard overdraft services for ATM transactions and those are not a part of the opt-in/opt-out provisions. However if you have available funds with an overdraft protection plan, we will approve a requested overdraft transaction at the ATM up to the lower of the amount of available funds or the daily ATM limits.

You may make your choice by phone, mail, in person at a branch, or use an option on telephone banking (1-888-5TRUBLU). The opt-in/opt-out form also is available online at www.capfed.com. You must contact Capitol Federal to “opt-in”, but if you do not respond, you automatically will be considered an “opt-out”.

Whether you “opt-in” or “opt-out” for the debit card, you also may choose to register for the overdraft protection plan. This plan also could prevent any embarrassment at the checkout counter from having a salesperson say that your transaction has been denied. While a fee is charged when your overdraft protection plan is used, it may be less than the standard overdraft method.

Under certain circumstances, a debit card transaction may cause your account to become overdrawn, even though you have opted-out of the standard overdraft services and you do not have an overdraft protection plan. In these instances, the Bank may pay the item — causing your balance to become overdrawn and for which you are responsible for payment — but we will not charge you a fee.

Checks/Automatic Bill Payments and the New Rules:

Checks and automatic bill payment withdrawals are not covered by the opt-in/opt-out rules. If you set up a bill to be paid, such as your mortgage, rent or utilities, you should be sure you have sufficient funds in your account before the date of the payment. Unless you have an overdraft protection plan agreement, the standard overdraft method will apply. Again, note that automatic bill payments on your debit card — IF NOTED BY YOUR MERCHANT AS RECURRING — also would not be subject to opt-in/opt-out, and would be covered by our standard overdraft services.

□ Funds Availability

Your ability to withdraw funds at Capitol Federal

Our policy is to make funds from your deposits available to you on the first business day after 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 second 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.

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 6:00 p.m. at an office of Capitol Federal or before 12 noon at an automated teller machine (ATM) on a business day, we will consider that day to be the day of your deposit. Deposits after 6:00 p.m. at an office of Capitol Federal or after 12 noon at an ATM, we will consider that the deposit was 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.

Longer Delays May Apply

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 sixth 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.

Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits 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 fifth 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 fifth business day after the day of your deposit.

Check Cashing

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.

Hold on Other Accounts

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.

□ Interest Earnings

Funds that you deposit are subject to withdrawal as stated in the *Funds Availability* section above. Notwithstanding the availability for withdrawal, deposits to Passcard and Passbook accounts will begin to earn interest as follows:

- Cash — as of date of deposit.
- Wire transfers from the Federal Reserve or the Automated Clearing House (ACH) — as of date of deposit.
- Transfers from other Capitol Federal accounts — 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. Every day is a business day except Saturday, Sunday and federal holidays. Deposits that are received on non-business days will be considered received as of the next following business day.
- U.S. Savings Bonds and Bills, Notes or Bonds issued by the U.S. Treasury — as of the next business day following the day of deposit.
- Checks drawn upon a foreign financial institution or any other items that otherwise are not payable on demand will earn interest only when Capitol Federal receives final payment in collected funds.

□ In Case of Errors or Questions About Your Electronic Transfers

Call or write us 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. Call us at (888) 822-7333, or write: Capitol Federal Savings, 700 S. Kansas Avenue, Topeka, KS 66603. 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
- Describe the error or 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 verbally, we will require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation 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 complaints or questions — 90 days in the case of an ATM transaction outside of the United States or a Visa purchase. If we decide to do this, we will recredit your account within 10 business days — 5 business days for a Visa purchase — for the amount you think is in error, so that you will have 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 recredit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

□ Liability Limitations

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 (withdrawable funds) in your account to make the transfer, or if the funds are subject to legal process
- The data communications circuit(s), which is leased from public utilities, fails or is not operational at the time that the transfer is attempted
- The ATM terminal or the system was not working properly and you knew about the breakdown when you started the transfer
- The ATM where you are making the transfer does not have enough cash
- Access to your account through the ATM system or Visa point-of-sale purchase is denied by security procedures designed to protect you and/or Capitol Federal from unauthorized transfers
- Circumstances beyond our control (such as fire, flood or inclement weather) prevent the transfer, despite reasonable precautions that we have taken
- A third party fails to make timely payment to a payroll or other deposit

□ Requesting Customer Information

Federal law now requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you open an account or obtain a loan, we will ask for (at a minimum) your: Name, Street Address, Date of Birth, and Tax Identification Number.

We may also ask to see your driver's license, state identification card, passport and/or other identifying documents. In some cases, identification may be requested from existing customers because original documentation was not obtained with the opening of the account. The law requires banks to retain evidence of the verification of identification of all accountholders for five years after the account is closed.

□ Other Electronic Payments

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York, unless it has been otherwise specified in a separate agreement that the law of some other state shall govern.

Credit given to [us] 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.

At the Owner's request and risk, the Bank will accept a stop payment on an ACH debit by contacting us. We will accept both verbal and written stop payments. Verbal stop payments are binding for 14 days and will lapse after the 14 day period if written confirmation is not received. A stop payment form must be signed and completed in such a manner as to allow us reasonable opportunity to act upon the item. The stop payment order will remain in effect (1) until the debit entry has been returned, or (2) until you withdraw the stop payment order, or (3) the return of all such debit entries whichever occurs earliest.

□ International ACH Transactions (IAT)

National Automated Clearing House Association (NACHA) Operating Rules require all international payments made via the ACH Network to be identified using a new standard entry class (SEC) Code — IAT (International ACH Transactions). An IAT is one in which a credit or debit entry is part of a payment transaction involving a financial agency's office that is not located in the territorial jurisdiction of the United States. Deposits may be delayed in accordance with NACHA and OFAC (Office of Foreign Assets Control) regulations due to required review processes to determine whether an IAT originator is a match or possible match on the OFAC list. This could result in funds not being available in your account as early as a domestic ACH deposit.

□ Identity Theft

Identity theft is a serious crime. It occurs when your personal information is stolen and used without your knowledge to commit fraud or other crimes. Identity theft can cost you time and money. It can destroy your credit and ruin your good name.

Deter identity thieves by safeguarding your information.

- **Shred** financial documents and paperwork with personal information before you discard them.
- **Protect** your Social Security number. Don't carry your Social Security card in your wallet or write your Social Security number on a check. Give it out only if absolutely necessary or ask to use another identifier.
- **Don't give out** personal information on the phone, through the mail, or over the Internet unless you know who you are dealing with.
- **Never click** on links sent in unsolicited emails; instead, type in a web address you know. Use firewalls, anti-spyware, and anti-virus software to protect your home computer; keep them up-to-date. Visit **OnGuardOnline.gov** for more information.
- **Don't use** an obvious password like your birth date, your mother's maiden name, or the last four digits of your Social Security number.
- **Keep** your personal information in a secure place at home, especially if you have roommates, employ outside help, or are having work done in your house.
- **Check** your credit report annually at:
www.annualcreditreport.com or call 1-877-322-8228.

Defend against ID theft as soon as you suspect it.

- **Place a “Fraud Alert” on your credit reports, and review the reports carefully.** The alert tells creditors to follow certain procedures before they open new accounts in your name or make changes to your existing accounts. The three nationwide consumer reporting companies have toll-free numbers for placing an initial 90-day fraud alert; a call to one company is sufficient:
 - **Equifax:** 1-800-525-6285
 - **Experian:** 1-888-EXPERIAN (397-3742)
 - **TransUnion:** 1-800-680-7289

Placing a fraud alert entitles you to free copies of your credit reports. Look for inquiries from companies you haven't contacted, accounts you didn't open, and debts on your accounts that you can't explain.

- **Close accounts.** Close any accounts that have been tampered with or established fraudulently.
 - Call the security or fraud departments of each company where an account was opened or changed without your okay. Follow up in writing, with copies of supporting documents.
 - Use the ID Theft Affidavit at [ftc.gov/idtheft](https://www.ftc.gov/idtheft) to support your written statement.
 - Ask for verification that the disputed account has been closed and the fraudulent debts discharged.
 - Keep copies of documents and records of your conversations about the theft.
- **File a police report.** File a report with law enforcement officials to help you with creditors who may want proof of the crime.
- **Report the theft to the Federal Trade Commission.** Your report helps law enforcement officials across the country in their investigations.
 - Online: [ftc.gov/idtheft](https://www.ftc.gov/idtheft)
 - By phone: 1-877-ID-THEFT (438-4338) or TTY, 1-866-653-42636
 - By mail: Identity Theft Clearinghouse, Federal Trade Commission, Washington, DC 20580

NOTICE

If you believe your Passcard, True Blue 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 11 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

or

Email to:

banking@capfed.com



Member
FDIC