

### **Federal E-SIGN Act Disclosure and Consent**

Please read this Federal Electronic Signatures in Global and National Commerce Act (“E-SIGN”) Disclosure and Consent carefully and keep a copy for your records. You must record your consent to the E-SIGN disclosure by accepting the True Blue Online® Terms and Conditions and placing a checkmark in the box on the Online Banking Enrollment webpage. By checking the boxes on the website you consent to the electronic delivery of the following documents (hereafter referred to as the “Documents”): disclosures, agreements, terms and conditions, and any other documents available through or related to Capitol Federal® Savings Bank’s True Blue Online® website (“True Blue Online”). You also agree that we do not need to provide you with additional paper (non-electronic) copies of the Documents, unless specifically requested. Once you consent to receive the Documents electronically, you may request paper copies by calling 1-888-8CAPFED (1-888-822-7333) or, for hearing disabled customers, TTY service 785-270-6181; by logging into True Blue Online and sending a message through TBO Contact Us; or by writing us at 700 S. Kansas Ave., Topeka, KS 66603.

### **Electronic Delivery of Disclosures and Notices**

In order to use True Blue Online and to access, receive and retain the Documents, you must provide, at your own expense, an Internet connected device compatible with True Blue Online deployed at the time of access. Your device must meet the minimum requirements outlined below. You also confirm that your device will meet these specifications and requirements and will permit you to access the Documents electronically each time you access and use True Blue Online.

In order to retain the Documents, you may print or save the Documents in your electronic files. If you are working on a public computer, you should not access or use True Blue Online.

If you do not want to receive the Documents electronically, you should exit this area of our website. If you do not consent to receiving the Documents electronically, you will not be able to access or use True Blue Online.

### **System Requirements to Access and Retain Information**

To access and retain an electronic copy of the Documents you must have at minimum the following equipment and software:

- A personal computer or other device that is capable of accessing the Internet.
- A printer, if you wish to retain paper copies of the Documents, or electronic storage, if you wish to retain electronic copies of the Documents.
- An Internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a minimum web browser version of Microsoft® Internet Explorer version 6.0, and your system or device must have 128-bit SSL encryption software.
- Software which permits you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader®.

### **Withdrawal of Electronic Acceptance of Disclosures and Notices and Request for Paper Copies of Records**

You may withdraw your consent to receive Documents in electronic form or request paper copies of any records which you previously received electronically, by accessing the “Documents” tab of the website; by contacting us via email using the “Contact Us” form on True Blue Online; by calling 1-888-8CAPFED (1-888-822-7333) or, for hearing disabled customers, TTY service 785-270-6181; or by writing us at 700 S. Kansas Ave., Topeka, KS 66603. We may treat your provision of an invalid email address or cancellation of participation in True Blue Online as a withdrawal of your consent to receive electronic Documents. We reserve the right to charge a fee for paper copies if you withdraw your consent. Any such fees shall be listed on our Service Charge Schedule, which is available on our website [www.capfed.com](http://www.capfed.com).

## **How to Update Your Records**

It is your responsibility to provide us with true, accurate and complete contact and other information related to your access and use of True Blue Online. You can update such information (such as your email address) on True Blue Online, via TBO Contact Us; by calling 1-888-8CAPFED (1-888-822-7333) or, for hearing disabled customers, TTY service 785-270-6181; or by writing us at 700 S. Kansas Avenue, Topeka, KS 66603.

## **True Blue Online® Terms and Conditions**

### **1. Introduction to True Blue Online Services**

These True Blue Online Terms and Conditions ("Agreement") govern your use of True Blue Online® Services ("TBO") available from Capitol Federal® Savings Bank ("Bank," "we," "us" or "our"). TBO includes all online banking services offered through our True Blue Online banking website ("Website") and our mobile app ("Mobile App"), including without limitation the Mobile Banking Service, Mobile Deposit Service, True Blue® Bill Payments Service, External Transfers Service, People Pay Service, and eStatement Service (together the "Online Services"). Terms and conditions for the Online Services are included in this Agreement. In this Agreement, "you" and "your" refers to a Bank customer who enrolls in and uses TBO, except as otherwise noted.

### **2. Definitions**

- a. "Business Day" means each Monday through Friday, excluding holidays.
- b. "ACH Network" means the funds transfer system governed by the NACHA Rules that provides funds transfer services to participating financial institutions.
- c. "Payment Network" means a payment network (such as the ACH Network, PayPal, or PayNet payments network) through which funds may be transferred.

### **3. Enrollment in TBO**

To enroll in TBO, you will use your checking, savings, money market, or loan account or choose to utilize verification questions. In addition, you may be asked to provide the following information: name, social security number, email address, date of birth, zip code, home phone number, account number, the balance of your account from the last statement, or last loan payment amount. As part of enrollment in TBO, you will establish a user ID and password. Using your user ID and password to access TBO shall constitute your authorization for all transactions made through TBO and shall have the same effect as your written signature.

### **4. Information Authorization**

Your enrollment in TBO or any of the Online Services may not be completed if (1) you fail to provide all of the information required to complete the enrollment process or (2) we cannot verify your identity or other necessary information. You agree that we may request a review of your credit rating at our expense through an authorized bureau. You further agree that we may obtain personal financial information, including transaction history, about you from third parties.

### **5. Service Providers**

The Online Services may be offered to you through one or more third parties (collectively, "Service Providers") that we have engaged to render the Online Services on our behalf. We may delegate to Service Providers any performance obligations or rights we have under this Agreement.

### **6. Eligible Accounts**

Each deposit or loan account you have with the Bank that is identified with the same customer identification number and on which you are authorized to receive information and/or authorize transactions, is an "Eligible

Account." Examples of Eligible Accounts include checking, savings or money market accounts, certificates of deposit, IRA and other retirement accounts, revolving credit, consumer loans, and mortgage loans. You may access any Eligible Account through TBO.

All Eligible Accounts will be linked by means of a customer identification number. Eligible Accounts that are linked to a customer identification number will appear together without regard to the ownership of those accounts. This means, for example, that when an owner of an Eligible Account accesses TBO that owner will be able to view and access at the same time all accounts that are identified with the applicable customer identification number. Only one user ID and password will be permitted per customer identification number which will serve to control access to the information.

Your current Eligible Accounts, and any Eligible Accounts opened after your initial enrollment in TBO, will continue to be controlled by the agreements otherwise governing them, unless otherwise provided in this Agreement. Further, your Eligible Accounts and use of TBO and the Online Services shall be subject to, and you agree to comply with, any terms or instructions appearing on a screen when using TBO; the Bank's procedures and policies applicable to any Eligible Account or Online Service; the rules and regulations of any funds transfer system used in connection with TBO and the Online Services; and any applicable state and federal laws and regulations.

This Agreement and any additional terms, instructions, procedures, policies, laws, rules, and regulations may change from time to time without notice to you unless required by law. Your continued use of TBO and any of the Online Services following any such change constitutes your acceptance of the change.

#### **7. Access to Eligible Accounts and Use of the Online Services through TBO**

To use TBO you must have the required hardware and software, including browser software that meets the authorized security level. Generally you can access your Eligible Accounts and the Online Services through TBO 7 days a week, 24 hours a day. At certain times, TBO may not be available due to system maintenance or circumstances beyond our control. You understand that your use of TBO and the Online Services is dependent on Internet connectivity, and that you are responsible for trouble shooting Internet connectivity issues. You may use TBO to access your Eligible Accounts and the Online Services through the Website or Mobile App. Generally, you may use TBO to:

- view account balances, transaction history, paid checks and other information;
- transfer funds between accounts held at the Bank and other financial institutions;
- create billers and pay bills;
- categorize transactions and create and manage account alerts;
- perform self-service transactions such as check reorders and stop payments
- change your TBO user ID and password, email address and other contact information;
- update your TBO user profile and customize your account settings;
- send and receive secured TBO Contact Us messages to inquire about your accounts and other Bank services;
- report a lost, stolen or damaged debit card;
- access eStatements and other eDelivery documents; or
- open an account.

In some instances, balances and transaction history provided through TBO may only reflect activity conducted through the close of the previous Business Day. Unless otherwise provided in this Agreement, all transfers completed after the transfer cut-off time of 11:00 p.m. Central Time will be posted on the next Business Day.

We will not be obligated to honor, in whole or in part, any transaction or instruction through TBO that

- is not in accordance with any term or condition set forth in this Agreement;
- is not in accordance with any term or condition applicable to the relevant Online Service or Eligible Account;
- we have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- would result in us exceeding any limitation of our intra-day net funds position established pursuant to present or future Federal Reserve guidelines;
- would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- we have reasonable cause not to honor for our or your protection.

#### **8. Joint Accounts**

If two or more individuals hold a joint account, each account holder must enroll separately and create and use his/her own user ID and password to access TBO. The Bank will not knowingly accept or act upon any authority received from or through any party other than the owner of the User ID. Each joint account holder using TBO will be subject to this Agreement. The joint account holders will have access to and share account history and eStatements for their jointly held accounts, but will not share access to any accounts which are separately held. Each joint account holder may access the Online Services, perform transactions, obtain information, stop or change his/her payments or transfers, terminate this Agreement with respect to his/her User ID or take any other action permitted under this Agreement.

The Bank can rely on the instructions of any joint account holder who has his/her own TBO user ID and password for such joint account and the Bank is not required to obtain the consent of or give notice to another joint account holder to act on such instructions.

#### **9. Secure Messages**

TBO provides a secure messages feature ("TBO Contact Us") for you to correspond with the Bank about your Eligible Accounts and the Online Services. TBO Contact Us is accessible after you sign on with your user ID and Password. To ensure the security of your Eligible Account information, we recommend that you use TBO Contact Us only when asking specific questions about your Eligible Account(s). You also may use TBO Contact Us to request selected actions or services related to your Eligible Accounts. For other transactions, please use the appropriate functions within the applicable Online Service or call 1-888-8CAPFED (1-888-822-7333) or, for hearing disabled customers, TTY service 785-270-6181.

#### **10. Email and Mobile Alerts**

We may send you certain email or mobile alerts regarding TBO and the Online Services. You expressly authorize us and Complete Payment Recovery Services, Inc., and its affiliates to contact you for non-marketing purposes, via auto-dialer, pre-recorded messages, SMS text messages, or any other method on any of the mobile phone numbers or email address you provide us. Any email address you provide must not be a shared email address, accessed by others, or provided to you by your employer.

There are some alerts that cannot be turned off and for which you cannot set preferences. You may also sign up for additional optional alerts related to TBO and the Online Services. We do not charge a fee to send you alerts,

but message or data charges or rates may be imposed by your wireless carrier for which you shall be solely responsible.

Alerts may be delayed or prevented by factors beyond our control (such as system failures or misdirected delivery). We do not guarantee the delivery or accuracy of alerts. Further, we are not liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or a third party as the result of an alert.

#### **11. Personal Financial Management Software.**

You may, but are not required to, use certain personal financial management software (PFM Software) in connection with TBO. A list of PFM Software you may use in connection with TBO is available on the Website. The Bank reserves the right to modify or cancel its agreements with vendors of PFM Software without prior notice to you, which could result in service being temporarily or permanently disabled, modified, or enhanced with additional features. Unless otherwise provided in a separate agreement, the Bank does not provide support for your use of PFM Software. All PFM Software inquiries should be directed to the PFM Software provider. In no event will the Bank have liability for the use of, or actions taken by you using, any PFM Software or other arrangements made between you and the PFM Software vendor.

#### **12. Security**

- a. User ID and Password. When you enroll in TBO, you will be required to create a user ID and password that will give you access to your Eligible Accounts through TBO. You agree to not disclose your User ID or Password or otherwise make these credentials available to anyone else. You are responsible for keeping your user ID and password and other Eligible Account information confidential and keeping your devices secure. You should not instruct your web browser to "remember" your user ID and password or use a public computer or device to access TBO. If you permit any other person to use your user ID and password, you will have authorized that person to access your Eligible Accounts and you are solely responsible for any transactions that person initiates or authorizes from your Eligible Accounts.
- b. Advanced Login Authentication. Advanced Login Authentication is a security feature used in TBO to help prevent fraudulent use of your online banking credentials. We will perform complex device profiling when you log in to TBO to help detect indications of potentially fraudulent behavior. If possible fraudulent activity is detected, you may be required to perform an Out-of-Band Authentication or answer Out-of-Wallet Questions. Out-Of-Band Authentication allows you to authenticate your identity through the use of a one-time security code we will send you via either an automated voice call or a text message. You are responsible for providing a current phone number to the Bank to use Out-Of-Band Authentication and by so providing you expressly consent to our contacting you via automated voice call or text message for this purpose. We shall have no obligation to audit, check, or verify your phone number before attempting to use this method of authentication. We do not charge a fee to send you Out-of-Band Authentication messages, but message or data charges or rates may be imposed by your wireless carrier for which you shall be solely responsible. Out-Of-Wallet Questions allow you to authenticate your identity using a four question, multiple choice quiz that is dynamically created from over 50 sources of public record data. Failed Advanced Login Authentication may result in your access to TBO being denied. We reserve the right to discontinue use of Advanced Login Authentication at any time.

#### **13. Consumer Electronic Banking Disclosures**

- a. Application. This Section 13 applies only to electronic fund transactions (referred to as "transfers" in this Section 13) to or from consumer deposit accounts that are governed by Regulation E (12 C.F.R. 1005). A consumer deposit account is an account that is owned by a natural person and that is used primarily for

personal, family or household purposes. Electronic transfers governed by Regulation E include, without limitation, transfers made through TBO and the Online Services.

- b. Your Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your TBO user ID or password has been lost, stolen, or otherwise compromised, your account has been accessed fraudulently, or a transfer has been made through TBO without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of such an event, you can lose no more than \$50 for an unauthorized electronic funds transfer or a series of related unauthorized transfers if someone used your TBO credentials or made a transfer without your permission or otherwise fraudulently accessed your account.

If you do NOT tell us within 2 business days after you learn of such an event, and we can prove we could have stopped someone from using your TBO user ID and password without your permission, accessing your account fraudulently, or making a transfer without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made with your TBO user ID and password or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- c. Contact in Event of Unauthorized Transfer. If you believe your TBO user ID or password has been lost, stolen, or otherwise compromised tell us by sending us a message through TBO Contact Us; calling 1-888-8CAPFED (1-888-822-7333) or, for hearing disabled customers, TTY service 785-270-6181; or writing Capitol Federal Savings Bank, 700 S. Kansas Avenue, Topeka, KS 66603. You should also contact us using one of the above-methods if you believe a transfer has been made without your permission.
- d. Business Day. For purposes of this Section 13, our business days are Monday through Friday. Holidays are not included.
- e. Periodic Statements. You will not receive a separate statement for transfers completed through TBO or the Online Services. Instead, these transfers will be noted on your regular periodic account statements.
- f. Preauthorized Payments. If you have made arrangements with any third party to make regular payments or transfers out of your account, you can stop any of these payments by sending us a message through TBO Contact Us; calling 1-888-8CAPFED (1-888-822-7333) or, for hearing disabled customers, TTY service 785-270-6181; or writing Capitol Federal Savings Bank, 700 S. Kansas Avenue, Topeka, KS 66603. We must receive your request at least 3 business days before the payment is scheduled to be made. If you call, we also may require you to put your request in writing and get it to us within 14 days after you call. We will charge you for each stop payment order you give in accordance with our Service Charge Schedule. Stop payments will permanently stop the next recurring electronic transaction, but will not stop subsequent recurring electronic payments. To revoke authorization for recurring electronic payments, you should revoke your authorization in writing with the person or company you are paying.

If these regular electronic payments vary in amount, the person or company you are paying must tell you 10 days before each payment when it will be made and how much it will be. If you order us to stop

one of these pre-authorized electronic payments at least 3 business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

- g. Liability for Failure to Make Transfers. If we do not complete a transfer to or from your Eligible Accounts on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
- If, through no fault of ours, you do not have enough money in your Eligible Account to make the transfer.
  - If the transfer would go over the credit limit on your overdraft line (if applicable).
  - If TBO was not working properly and you knew about the breakdown when you started the transfer.
  - If circumstances beyond our control (such as fire or flood) prevent the payment, despite reasonable precautions that we have taken.
  - There may be other exceptions stated in our agreement with you.
- h. Confidentiality. We will disclose information to third parties about your account or the transfers you make:
- Where it is necessary for completing transfers, or
  - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
  - In order to comply with government agency or court orders, or
  - If you give us your written permission.
- i. Error Resolution. In case of errors or questions about your electronic transfers, send us a TBO Contact Us message; telephone us at 1-888-8CAPFED (1-888-822-7333) or, for hearing disabled customers, TTY service 785-270-6181; write us at Capitol Federal Savings Bank, 700 S. Kansas Avenue, Topeka KS 66603; or email us at [banking@capfed.com](mailto:banking@capfed.com) as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.
- Tell us your name and account number (if any).
  - Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
  - Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account.

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

error, so you will have the use of the money during the time it takes us to complete our investigation.

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

#### **14. Liability**

Our liability to you is explained in the agreements, notices, and disclosures we provide to you from time to time regarding your Eligible Accounts, TBO, and the Online Services. This Section 14 explains our liability to you only to the extent that our liability has not already been disclosed to you by any other agreement, notice, or disclosure. Under no circumstances will we have any liability to you for failing to provide you access to your Eligible Accounts or the Online Services through TBO or for any delays, interruptions, or disruptions in service under this Agreement or for any losses or damages you may suffer as a result thereof. Further, we shall have no liability for any losses you incur due to your intentionally or negligently permitting another person to access TBO and the Online Services on your behalf with your user ID and password or otherwise or your or such person's misuse of TBO or any of the Online Services. Neither shall we have any liability for any losses you incur arising out of or related to any actions we take or omit to take in good faith in reliance upon instructions from you or such person. Additionally, we shall have no liability arising out of or related to the use of any hardware, third-party software, or wireless or other telecommunications network, you may use to access TBO and the Online Services or otherwise use in connection with TBO and the Online Services. You are solely responsible for the installation, maintenance, operation, and any required upgrades to your computer or other device and any third-party software you use to access TBO and the Online Services or otherwise use in connection with TBO and the Online Services. We will not be liable for any errors or failures arising out of or related to any malfunction of such computer, device, or software, nor will we be liable for any computer virus, communications or network error, or similar problems that may be associated with your use of such computer, device, or software or of TBO and the Online Services.

Unless otherwise required by applicable law, we will only be responsible for performing the Online Services as expressly stated in this Agreement, and will only be liable for material losses resulting from, arising out of, or incurred in connection with your use of the Online Services to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Online Services.

IN ANY ACTION ARISING OUT OF OR RELATED TO TBO, THE ONLINE SERVICES, OR THIS AGREEMENT, EVEN IF LIABILITY IS ESTABLISHED FOR ACTUAL DAMAGES, IN NO EVENT WILL WE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR ANY INDIRECT LOSS OR DAMAGES, WHETHER OR NOT WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES. THE LIMITATIONS AND EXCLUSIONS DESCRIBED IN THIS PARAGRAPH SHALL APPLY TO ALL CLAIMS OF EVERY KIND, NATURE AND DESCRIPTION WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, GROSS NEGLIGENCE OR OTHER TORT, AND WILL SURVIVE THE TERMINATION OF THIS AGREEMENT AND ALL OF YOUR BUSINESS WITH US.

#### **15. Indemnification**

You agree to indemnify and hold us, our directors, officers, employees, agents, and Service Providers harmless from any and all losses, liability, claims, demands, judgments and expenses, including reasonable attorney fees and costs, arising out of or in any way connected with the breach of this Agreement or the use, misuse, or inability to use TBO or the Online Services by you or any other person with whom you have intentionally or negligently permitted to access TBO on your behalf with your user ID and password or otherwise. You further agree that we shall not be liable for and to indemnify and hold us, our directors, officers, employees, agents, and



Service Providers harmless from any and all losses, liability, claims, demands, judgments and expenses, including reasonable attorney fees and costs, arising out of any actions we take or omit to take in good faith in reliance upon instructions from you or any other person with whom you have intentionally or negligently permitted to access TBO on your behalf with your user ID and password or otherwise. You also agree to hold us, our directors, officers, employees, agents, and Service Providers harmless for failing to act on your instructions as permitted under this Agreement or when we reasonably believe such instructions would cause us to be exposed to civil or criminal liability.

#### **16. Disclaimer**

THE INFORMATION PROVIDED ON TBO IS FOR INFORMATION PURPOSES ONLY. SUCH INFORMATION IS BELIEVED TO BE RELIABLE, BUT WE DO NOT WARRANT ITS COMPLETENESS, TIMELINESS, OR ACCURACY. WE SHALL HAVE NO LIABILITY FOR ERRORS OR OMISSIONS OF SUCH INFORMATION. TBO AND THE ONLINE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, OR ANY OTHER IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DO NOT WARRANT CONTINUOUS, UNINTERRUPTED, ERROR-FREE, OR SECURE ACCESS TO TBO OR THE ONLINE SERVICES, EITHER OR BOTH OF WHICH MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OUR CONTROL. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NONPERFORMANCE OF AN ONLINE SERVICE OFFERED THROUGH TBO SHALL BE FOR US TO USE COMMERCIAL REASONABLE EFFORTS TO PERFORM AN ADJUSTMENT TO YOUR ACCOUNT, AS DETERMINED APPROPRIATE IN OUR SOLE DISCRETION, OR REPAIR OF THE ONLINE SERVICE.

#### **17. Miscellaneous Provisions**

- a. Termination, Suspension, and Cancellation. Unless otherwise required by law, we may terminate or suspend your access to TBO and the Online Services at any time without notice to you. We may reinstate such access in our sole discretion. You may cancel your access to TBO and the Online Services at any time by sending us a message through TBO Contact Us; calling 1-888-8CAPFED (1-888-822-7333) or, for hearing disabled customers, TTY service 785-270-6181; or writing Capitol Federal Savings Bank, 700 S. Kansas Avenue, Topeka, KS 66603. We shall have a reasonable time to process any cancellation request. The date we terminate, suspend, or cancel your access to TBO or any Online Service shall be considered the "Termination Date." The termination, suspension, or cancellation of your access to TBO and the Online Services will not close any of your Eligible Accounts.
- b. Alterations and Amendments. Unless otherwise required by law, we may, from time to time, change, update, or discontinue the Online Services or introduce new Online Services without advance notice to you. We may also amend the terms of this Agreement and any related fees and charges from time to time and at any time without advance notice to you unless required by law. Your continued use of TBO and any of the Online Services shall constitute your consent to such alterations and amendments.
- c. Assignment. You may not assign this Agreement or any of your rights and obligations under it to any other person. We may assign this Agreement and our interest in it to any third party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to Service Providers or other third parties. This Agreement is binding upon, and inures to the benefit of, the parties and any permitted successors or assigns.
- d. Privacy and Disclosure of Information. Unless otherwise provided in this Agreement, the circumstances under which we will disclose information about you, your Eligible Accounts, or your use of TBO and the Online Services are set forth in the other contracts, agreements, notices, and disclosures that have been separately provided to you and in accordance with our **Privacy Policy**.
- e. Governing Law and Venue. Except to the extent federal law controls, this Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to its conflicts of

law provisions. If any terms of this Agreement are found to be in violation of, or restricted by, applicable laws, those terms will be construed to conform to such law, but the rest of this Agreement will not be affected by such laws, and will remain in full force and effect. You agree that any claim or dispute arising out of or related to this Agreement must be brought in a court of competent jurisdiction located in Topeka, Shawnee County, Kansas. You agree to submit to the personal jurisdiction of such a court for the purpose of litigating all such claims or disputes.

- f. Limitation on Time to Sue. Any action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law with respect to your access of and use of TBO or the Online Services must be commenced within one year after the cause of action accrues, to the extent permitted by applicable law.
- g. Entire Agreement. This Agreement represents the entire agreement between us and you with respect to its subject matter and supersedes any prior oral or written agreement. If there is a conflict between this Agreement and a statement made by us or a Service Provider, the terms of this Agreement shall prevail.
- h. No Waiver. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No course of dealing, delay or omission on our part in exercising any of our rights or remedies shall operate as a waiver by us of such rights or remedies or any other right or remedy. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
- i. Contact and Account Information. It is your sole responsibility to ensure that your contact information for TBO and the Online Services, including without limitation name, address, phone numbers, email addresses, is current and accurate. You are also responsible for providing us with any changes regarding your Eligible Accounts. You can update such information yourself on TBO or you can contact us by (1) sending us a TBO Contact Us message; (2) calling us at 1-888-8CAPFED (1-888-822-7333); or (3) writing us at 700 S. Kansas Ave., Topeka, KS 66603. We are not responsible for any payment, transaction, processing, or other errors that occur as a result of your failure to provide current and accurate contact or account information.
- j. Headings. Provision headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
- k. Survival. The provisions of this Agreement regarding indemnification, limitations on liability, disclaimers, and governing law shall survive the termination of this Agreement.
- l. Links and Frames. Links to other websites may be provided on the Website for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such websites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other website, and make no representations concerning the content of these websites. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in websites listed in any search results or otherwise linked to the Website. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Website. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other websites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Website may send cookies to users that we do not control. You may link to the home page of the Website. However, you may not link to other pages of our Website without our express written permission. You also may not "frame" material on our Website without our express written permission. We reserve the right to disable links from any third-party websites to the Website.
- m. Intellectual Property. All marks and logos related to TBO and the Online Services are the sole property of us or our Service Providers. Unless otherwise required by law, you may not use any such intellectual property without our or our Service Providers' express written consent.

## 18. Fees

- a. Fees Related to Online Services. There are no monthly fees for using the Online Services. However, there are transaction and other fees associated with certain Online Services, which are set forth on the **Service Charge Schedule**. Other fees may also be disclosed to you at the time you initiate certain transactions through the Online Services. All fees associated with a particular transaction or Online Service will be deducted from the Eligible Account that you used to make the transaction or access the Online Services.
- b. Other Charges. You are solely responsible for any and all telephone and mobile charges and Internet service fees that may be assessed by your telephone, mobile, and Internet service providers when you use TBO and the Online Services.
- c. Eligible Account Fees and Charges. The fees that have been separately disclosed to you in connection with any Eligible Account will continue to apply.

## 19. Mobile Banking Service

- a. Introduction. The terms and conditions set forth in this Section 19 of the Agreement (“Mobile Banking Terms and Conditions”) apply only to the Mobile Banking Service (“Mobile Banking”).
- b. Definitions. Any definitions set forth in this Section 19 of the Agreement will apply only to Mobile Banking.
- c. Use of Mobile Banking. You may access TBO and certain Online Services through Mobile Banking using an Internet-enabled mobile device. Mobile Banking is available through both the TBO Mobile App and the TBO Website, which can be accessed through the Web browser of your mobile device. Some Online Services are not available through the Mobile App.
- d. Availability and Use. Your wireless carrier does not provide Mobile Banking or any of the Online Services. However, Mobile Banking is dependent upon the availability and quality of the wireless network through which you are accessing Mobile Banking. As a result, Mobile Banking may not be accessible or may have limited utility depending upon your choice of wireless network and the availability of data services provided by your wireless carrier. For example, a text message may be delayed or may fail to reach your mobile device. We cannot guarantee and are not responsible for the availability or utility of your wireless service. You may be charged fees by your wireless carrier for accessing Mobile Banking. When you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with your service providers, including without limitation your mobile service provider, and this Agreement does not amend or replace any of those agreements. You acknowledge that your mobile service provider is solely responsible for its products and services and agree to resolve any problems regarding such products and services with your provider directly without involving us.
- e. SMS Text Messages and Alerts. As part of Mobile Banking, you may have access to your account information (e.g., to obtain balances and last transactions) over SMS text messages. You also have the option to set up alerts based on certain activity in your Eligible Accounts (e.g., low balance alerts). Once you enroll in SMS alerts, you may select the type of alerts and other preferences which will determine, together with your account data, the frequency of alerts delivered to you. You may unenroll at any time. Mobile Banking is separate and apart from any other charges that may be assessed by your wireless carrier for SMS text messages sent to or received from us. We do not charge a fee to send you SMS alerts, but message or data charges or rates may be imposed by your wireless carrier for which you shall be solely responsible. Mobile Banking is provided by us and not by any other third party. You and we are solely responsible for the content transmitted through the text messages sent to and from us. You must provide source indication in any messages you send (e.g., mobile telephone number, “From” field in text message, etc.)
- f. Contacting the Bank. For assistance with Mobile Banking, you can contact us at 1-888-8CAPFED (1-888-822-7333) or, for hearing disabled customers, TTY service 785-270-6181, or send a text message with

the word "**HELP**" to 73955. To stop receiving SMS text messages, send a text with the word "**STOP**" to 73955. You will receive a confirmation text message. After that, you will not receive any future messages from us via SMS text message.

- g. Device Security. Mobile Banking utilizes best practices for security, such as HTTPS, 128-bit SSL encryption, password access and application time-out when your mobile device is not in use. Only the mobile devices you personally enroll in Mobile Banking can access your accounts. No Mobile Banking data is stored on your mobile devices. You agree to take precautions to protect the security and integrity of your Eligible Accounts when using Mobile Banking, including without limitation (i) not leaving your mobile device unattended while logged into Mobile Banking; (ii) logging off immediately after using Mobile Banking; and (iii) not providing your user ID, password, or other access information to any unauthorized person. In the event any of your enrolled mobile devices are lost or stolen, you further agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. You are solely responsible for the security of any mobile device you use to access Mobile Banking.
- h. Usage of Data. You acknowledge that in connection with your use of Mobile Banking, the Bank and its affiliates and Service Providers may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the software (collectively, "User Information"). The Bank and its Service Providers will maintain reasonable safeguards to protect User Information from unauthorized disclosure or use but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Bank and Service Providers also reserve the right to monitor use of Mobile Banking for purposes of verifying compliance with the law, this Agreement, and any applicable license, but disclaims any obligation to monitor, filter or edit any content.

## **20. Mobile Deposit Service**

- a. Introduction. The terms and conditions set forth in this Section 20 ("Mobile Deposit Service Terms and Conditions") of the Agreement apply only to the Mobile Deposit Service ("Mobile Deposit Service").
- b. Definitions. Any definitions set forth in this Section 20, including those in this Section 20.b, will apply only to the Mobile Deposit Service.
  - i. "Check Image" means an electronic image of an Original Check.
  - ii. "MICR Data" means information from the magnetic ink character recognition ("MICR") printing on the bottom of a check that includes routing, transit, account, and check numbers.
  - iii. "Regulation CC" means Regulation CC as adopted and amended by the Federal Reserve Board, set forth at 12 C.F.R. Part 229.
  - iv. "Original Check" means the paper check used to create a Check Image for deposit through the Mobile Deposit Services.
  - v. "Substitute Check" means a paper reproduction of the Original Check created from the Check Image, which meets the definition of a substitute check under Regulation CC.
- c. Description of the Mobile Deposit Service. The Mobile Deposit Service allows you to make deposits remotely to certain Eligible Accounts by sending Check Images to us through your mobile device.
- d. Presentment. If we accept a Check Image for collection, we will attempt to collect the item by presenting the Check Image or a Substitute Check or by using any other manner of presentment allowed by law. The manner in which the Check Image or Substitute Check is presented for payment, cleared, and collected shall be determined by us, in our sole discretion. All Check Images you deposit through the

Mobile Deposit Service will be considered "items" under the Uniform Commercial Code, as if they were the original paper items. In the event the item you submitted for deposit is returned unpaid, you will receive a copy of the Check Image, the Substitute Check, or other information available to us, depending on the manner of presentment.

- e. Items Eligible for the Mobile Deposit Service. We may, in our sole discretion, decline to accept any Check Image you submit through the Mobile Deposit Service. Only a check that is a negotiable demand draft drawn on or payable through or at an office of a United States bank is eligible for deposit as a Check Image through the Mobile Deposit Service. You may not deposit any of the following items through the Mobile Deposit Service: checks drawn on banks located outside the U.S.; traveler's checks; checks payable in a currency other than U.S. currency; savings bonds; money orders; promissory notes; checks payable to a person other than you (even if the check is endorsed over to you); fraudulent checks or checks you should have known were fraudulent; stale checks (more than 6 months old); checks that have been previously deposited with us or at another financial institution; substitute checks (as defined in Regulation CC); remotely created checks (as defined in Regulation CC); checks containing alterations of any kind; or any other type of item that we, in our sole discretion, refuse to accept through the Mobile Deposit Service. If you scan and attempt to deposit an item that is not eligible for deposit, we may, in our sole discretion, reject the deposit. We may notify you of a rejected deposit, but we will not return the image of the item you attempted to deposit.
- f. Endorsement. You must endorse checks to be deposited through the Mobile Deposit Service in the following manner:

Capitol Federal® Savings Bank Mobile Deposit Only

Account Number (last four digits)

Signature

We may reject any deposit that does not contain the required endorsement.

- g. Limits on Use of the Mobile Deposit Service. We may impose limits on the amount or number of deposits you make through the Mobile Deposit Service and, in our sole discretion, we may refuse to permit you to make deposits to certain Eligible Accounts through the Mobile Deposit Service. You may deposit up to five items per day for a combined maximum total of \$2,000.00 per day. Over any three-day period, you may deposit a maximum of six items for a combined maximum total of \$4,400.00. You may not use the Mobile Deposit Service from a location outside the United States. We reserve the right to review your use of the Mobile Deposit Service and your security practices, and may require you to implement reasonable and necessary controls in order to continue to use the Mobile Deposit Service.
- h. Technical Requirements and Accuracy of Images.
  - i. We have no responsibility for any technical difficulties you may have in accessing the Mobile Deposit Service, including without limitation difficulties with your phone or your wireless carrier.
  - ii. You are solely responsible for learning to use the Mobile Deposit Service and we shall not be liable for any errors that arise out of or result from your failure to follow our guidelines or requirements for submitting a Check Image for deposit.
  - iii. You are solely responsible for accurately capturing a clear and complete image of each Original Check, including MICR Data. If your mobile device produces Check Images that we determine are not of acceptable quality, we may, in our sole discretion, reject your deposit; however, we have no obligation to inspect the Check Images you submit for deposit. You shall inspect each Check Image to ensure the legibility of the Check Image, including without limitation the dollar amount of the check, the signatures of the persons signing and endorsing the check, and the MICR Data. We have no obligation to reject, repair, alter, amend, or re-format in any manner a Check Image that you transmit to us for deposit. We shall not be liable for any failure to accept or process a deposit of a Check Image for which you have not provided us (1) full and correct information from the Original Check, (2) an accurate and legible Check Image of the Original

Check, or (3) a Check Image that complies with our formatting standards and other guidelines we may make available to you.

i. Our Receipt of Check Images.

- i. A Check Image transmitted for deposit using the Mobile Deposit Service is received when the entire transmission in which the Check Image is contained is received and approved by us. Any transmission of a Check Image for deposit made after 3:30 p.m. Central Time will be deemed to be received by us at the opening of the next Business Day.
- ii. We shall not be liable for Check Images that we do not receive for any reason, including because of a transmission error. We will send you an email confirmation once we receive a Check Image from you. Even after we confirm receipt, however, we may, in our sole discretion, reject the Check Image for any reason. Any confirmation or notification from us that a Check Image was received or accepted does not mean that the Check Image you have deposited has cleared the paying institution.

j. Your Representations and Warranties. Each time you submit a Check Image to us for deposit to an Eligible Account through the Mobile Deposit Service, you are deemed to have made the same representations or warranties to us that would have applied if you had deposited the Original Check and all representations or warranties that we must make under applicable law, clearinghouse rule, regulation, operating circular, agreement, or otherwise to any person when we transfer, present or originate a transaction from the Check Image or a Substitute Check. In addition, you also make the following specific representations and warranties each time you submit a Check Image to us for deposit through the Mobile Deposit Service:

- i. All information you have provided to us is accurate and complete.
- ii. The Check Image is a complete and accurate representation of the front and back of a check that is eligible for deposit under these Mobile Deposit Terms and Conditions and includes the MICR Data.
- iii. The Check Image satisfies our image quality standards, as we may establish them from time to time, and any image quality standards established by ANSI, the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse, or association involved in the regulation or oversight of remote deposits.
- iv. The Original Check used to create the Check Image has not been previously deposited with us or at any other financial institution, duplicated, or used to create another image or electronic fund transfer.
- v. Neither the Original Check nor any duplicates of the Original Check will be presented for payment again unless authorized by us.
- vi. No person will receive a transfer, presentment of, return of, or otherwise be charged for the Original Check, the Check Image, a Substitute Check, or a paper or electronic representation of the Original Check or a Substitute Check such that that person will be asked to make a payment based on a check that it has already paid.
- vii. No subsequent transferees of the Check Image, or any Substitute Check created from the Check Image (including us, a collecting or returning bank, drawer, drawee, payee or endorser) shall sustain a loss as the result of the fact that the Check Image or Substitute Check was presented for payment or returned instead of the Original Check.
- viii. You are a person entitled to enforce the Original Check, all signatures on the Original Check are authentic and authorized, the Original Check has not been altered or forged, the Original Check is not subject to a defense or claim in recoupment of any party that can be asserted against you, and you have no knowledge of any insolvency proceeding against the drawer.
- ix. You are acting in compliance with this Agreement, your relevant deposit account agreement, and all applicable laws and regulations.

- k. Indemnification. With respect to your use of the Mobile Deposit Service and each Check Image that you transmit to us, in addition to any other indemnification obligations that you may have pursuant to this Agreement and other agreements with us, you shall indemnify and hold us harmless from and against any and all claims, demands, damages, losses, liabilities, penalties, and expenses including, without limitation, reasonable attorney fees and court costs (collectively, "Claims") arising directly or indirectly from or relating to your use of the Mobile Deposit Service or your breach of the representations, warranties or covenants set forth in this Section 20 of the Agreement, including, without limitation, any such Claims relating to (a) any duplicate, fraudulent, altered or unauthorized check, Check Image or Substitute Check; (b) the fact that we accepted and processed a Check Image on your behalf; (c) our acceptance of or creation of a Check Image or Substitute Check rather than requiring presentment of the Original Check; (d) your attempt to duplicate the presentation to us or any other depository institution of a Check Image through the presentation of the Original Check or any Check Image or Substitute Check derived from the Original Check; or (e) our inability to qualify as a holder in due course of the Original Check or the Check Image under the Uniform Commercial Code.
- l. Retention of Original Check. When the Check Image you have submitted to us through the Mobile Deposit Service has been approved by us and credited to your account, you must write on the front of the Original Check " MOBILE DEPOSIT APPROVED" and the date of such approval. You warrant that you will retain the Original Check for 30 days following notice of our approval and store it securely, using precautions at least as secure as you would use to protect blank checks. You must make the Original Check available to us upon our request during the 30-day period. If you fail to produce the original check upon our request during the thirty (30) day period, you authorize us to deduct the amount in question from your account, regardless of whether such deduction may cause your account to become overdrawn, and to pay any associated fees. At the expiration of the 30-day period, you must securely destroy the Original Check.
- m. Funds Availability. The first \$200.00 of funds deposited through the Mobile Deposit Service will be available immediately. Deposits made through the Mobile Deposit Service in excess of \$200.00 will be made available to you on the next Business Day after we accept the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written or other authorized debits. However, we may, in our sole discretion, delay availability of funds from any deposit you make through the Mobile Deposit Service. If we further delay availability of funds from your deposit, we will notify you by email at the email address provided through your TBO enrollment or by mail using your address on file. You may update your email address at any time through TBO.
- n. Security Procedures. You are solely responsible for the security of any mobile device you use to access the Mobile Deposit Service. You should not provide access to the Mobile Deposit Service to any other person. You must comply with the security procedures or practices set forth in this Agreement and that we otherwise may require from time to time. You are also solely responsible for safeguarding the security and confidentiality of any information obtained through your use of the Mobile Deposit Service, for physical checks which you have imaged, and for preventing unauthorized access to the Mobile Deposit Service and your Eligible Accounts.
- o. Availability of the Mobile Deposit Service. We will use reasonable efforts to make the Mobile Deposit Service available; however, the Mobile Deposit Service may be unavailable from time to time for maintenance or other reasons. If the Mobile Deposit Service is unavailable for any reason, you may make a deposit by bringing a paper check into any Capitol Federal Savings Bank branch or mailing it to us at 700 S. Kansas Ave., Topeka, KS 66603. You may also deposit your check through one of the night drop boxes available at any traditional Capitol Federal Savings Bank branch or deposit the item through any Capitol Federal Savings Bank ATM. We make no representations or warranties about the availability of the Mobile Deposit Service.

## **21. True Blue Online® Bill Payments Service**

- a. Introduction. The terms and conditions set forth in this Section 21 of the Agreement (“Bill Payments Terms and Conditions”) apply only to the True Blue Online® Bill Payments Service (“Bill Payments”).
- b. Bill Payments Definitions. Any definitions set forth in this Section 21 of the Agreement, including those in this Section 21.b apply only to Bill Payments.
  - i. "Biller" is the person or entity to which you wish a bill payment to be directed or the person or entity from which you receive electronic bills, as the case may be.
  - ii. “Deliver By Date” is the approximate date the scheduled payment is due to deliver to the Biller and is defined by the method of payment, electronic or electronic check.
  - iii. "Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
  - iv. "Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including without limitation stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).
  - v. "Payment Account" is the checking account from which bill payments will be debited.
  - vi. "Payment Instruction" is the information provided by you for a payment to be made to the Biller, including without limitation, Biller name, Biller account number, Scheduled Payment Date, and amount.
  - vii. "Scheduled Payment" is a payment that has been scheduled through Bill Payments but has not begun processing.
  - viii. "Scheduled Payment Date" is the date you designate for the Biller to receive a payment, unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the most recent Business Day preceding such date.
  - ix. “Send On Date” is the date the payment will be debited from your Payment Account.
- c. Description of Bill Payments. Bill Payments enables you to receive electronic bills from and schedule payments to Billers. By using Bill Payments, you authorize us to process payments and other transactions you request from time to time through Bill Payments. You further authorize us to debit your Payment Account in accordance with this Agreement.
- d. Payment Method and Transaction Limits. We may, in our sole discretion, select the method by which to remit funds on your behalf to a Biller and the method to return funds to your Payment Account in the event that a payment cannot be completed. These payment methods may include, without limitation, an electronic payment or an electronic to check payment. You may not schedule a single bill payment that exceeds \$10,000.00 or payments totaling \$100,000.00 daily.
- e. Cut-Off Time. The cut-off time for processing payment requests each Business Day is 9:00 p.m. Central Time. Payment requests received after the cut-off time will be processed the next Business Day.
- f. eBill Delivery and Presentment.
  - i. eBill is for the presentment of electronic bills for payment only and it is your sole responsibility to contact a Biller directly if you do not receive a bill through eBills. This Agreement does not alter your liability or obligations that currently exist between you and your Billers.
  - ii. You are solely responsible for providing personal information, including without limitation your name, address, phone number, and email address, directly to your Billers and for maintaining all user IDs and passwords for those Billers’ websites. We may also provide such personal information specifically requested from us by a Biller.
  - iii. We may notify a Biller of your request to receive electronic bills. The Biller shall have the right to accept or deny such request. Your ability to continue to receive paper copies of your bills shall be solely at the discretion of the Biller. The presentment of your first electronic bill may vary from Biller to Biller and may take 1-2 billing cycles, subject to the billing cycle of the Biller. It is your sole responsibility to keep your accounts current while your electronic bills are being



- activated and we shall not be liable in any way for your failure to do so.
- iv. By requesting to receive electronic bills from a Biller through eBills, you authorize us to obtain bill data from the Biller on your behalf. If you are asked to provide us with your user ID and password for a Biller and you provide us with such information, you authorize us to use the information to obtain your bill data.
  - v. We will use our best efforts to present your electronic bills on time and in the correct amount. You are solely responsible for timely payment of all bills. We may send you alerts or other notifications regarding the status of your electronic bills, but you should periodically log into TBO to check the status yourself.
  - vi. You or the Biller may cancel the presentment of an electronic bill at any time. The timeframe for cancelling the presentment of an electronic bill varies from Biller to Biller, and may take 1-2 billing cycles, subject to the billing cycle of the Biller. If you cancel the presentment of an electronic bill, we will notify the Biller that the status of your account has changed, but it is your sole responsibility to arrange an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
  - vii. We shall not be liable for any Biller's failure to deliver an electronic bill to you or for any Biller's failure to provide sufficient information for us to deliver any payment to it.
  - viii. You are solely responsible for the accuracy of your electronic bills. You must address any discrepancies or disputes regarding the accuracy of any electronic bill directly with the Biller.
  - ix. We may delete any dormant Billers that you have not sent a payment to for a least six months.
- g. Payment Scheduling. When you schedule a payment, the earliest possible Send On Date for each Biller with a Deliver By Date will be displayed within Bill Payments. Bill Payments will not permit you to select a Send On Date before the earliest possible Send On Date designated for each Biller. When scheduling a payment, you must select a Send On Date and corresponding Deliver By Date that are no later than the actual Due Date reflected on your bill. If the Due Date falls on a non-Business Day, then you must select a Send On Date and corresponding Deliver By Date that are no later than the last Business Day preceding the Due Date reflected on your bill. Send On Dates must precede any late date or grace period reflected on your electronic bill.
- h. Communications with Biller. You agree that we may obtain financial information regarding your account from a Biller or another financial institution to, for example, resolve payment posting problems or verify payment information. You further agree that we may discuss any payment with a Biller and provide the Biller information necessary to resolve payment posting problems, verify payment information, or otherwise ensure your payment is applied as directed. You agree to provide information necessary upon request to assist in resolving payment posting problems or verifying payment information.
- i. Late Payment Fees and Charges. We will bear responsibility for any late payment fees or charges up to \$50.00 if a payment posts after its Due Date only if we fail to send the payment as scheduled or provide incorrect information required to complete the payment to the Biller. In no event will we be liable for any late payment fees or charges for Exception Payments or payments that are prohibited under this Agreement or for any late payment fees or charges assessed due to insufficient funds in your Payment Account. You shall be solely responsible for any late payment fees or charges related to US mail or overnight carrier delays, delays by the Biller, or errors in your Payment Instructions, including without limitation providing incorrect information to complete the payment or failing to schedule the payment in time for the Biller to receive it by the Due Date.
- j. Prohibited Payments. Bill Payments prohibits payments to Billers outside of the United States or its territories. Bill Payments further prohibits payments that violate any law, statute, ordinance or regulation, payments to unlawful internet gambling sites, payments to or at the direction of government agencies, organizations and institutions, and payments made in response to a court-directed payment plan. We may, but are not obligated to, block or reverse any payment prohibited under this Agreement,

and we will not be liable for any losses associated with blocking or reversing such payments. In no event shall we be liable for any claims or damages resulting from or in connection with your scheduling any prohibited payment. We have no obligation to research or resolve any claim resulting from or in connection with a prohibited payment. You shall be solely responsible for resolving any claims or issues arising out of or related to any misapplied, misposted, or misdirected prohibited payment.

- k. Exception Payments. Exception Payments may be scheduled through Bill Payments. However Exception Payments are discouraged and you assume all risk for scheduling such payments. In no event shall we be liable for any claims or damages resulting from or in connection with your scheduling any Exception Payment. We have no obligation to research or resolve any claim resulting from or in connection with an Exception Payment. You shall be solely responsible for resolving any claims or issues arising out of or related to any misapplied, misposted, or misdirected Exception Payment.
- l. Payment Authorization and Payment Remittance. By providing us with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive from you through Bill Payments. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Biller directives. Payment Instructions that (1) are not in compliance with this Agreement; (2) contain erroneous or incomplete information regarding the payment; (3) are not accepted by the Biller; or (4) are suspected of being fraudulent or otherwise illegal will not be processed. When we receive a Payment Instruction, you authorize us to remit funds on your behalf on the Send On Date so that the funds arrive as close as reasonably possible to the Deliver By Date. Funds will be debited from your Payment Account on the Send On Date regardless of payment method we select to remit funds to the Biller. You also authorize us to credit your Payment Account for payments returned to us by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of Bill Payments.
- m. Accuracy of Payment Instructions. You are solely responsible for providing timely and accurate Payment Instructions. If you give us a Payment Instruction that is incorrect in any way, you agree that we may debit your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in any Payment Instructions. If you notify us that a Payment Instruction is inaccurate, we will make a reasonable effort to correct it, but we do not guarantee such correction and will bear no responsibility for losses resulting from an incorrect Payment Instruction. We shall not be liable for any action we take in reliance on your Payment Instructions.
- n. Payment Cancellation Requests. You may cancel or edit any Scheduled Payment, including recurring payments, by following the directions within Bill Payments. There is no charge for cancelling or editing a Scheduled Payment. Once we have begun processing a payment it cannot be cancelled or edited, but you may submit a stop payment order.
- o. Stop Payment Orders. Our ability to process a stop payment order will depend on the payment method and whether or not an electronic check has cleared. We may not have a reasonable opportunity to act on any stop payment order after a payment begins processing. If you desire to stop any payment that has already begun processing, you must contact us by sending us a message through TBO Contact Us or calling 1-888-8CAPFED (1-888-822-7333) or, for hearing disabled customers, TTY service 785-270-6181. An oral stop payment order is binding on us only for 14 days unless confirmed in writing within this period. A written stop payment will remain in effect in accordance with the stop payment provisions in the Uniform Commercial Code or NACHA Rules, as applicable to the transaction. The charge for each stop payment order will be the current charge for such service as set out in the **Service Charge Schedule**. If you order us to stop a preauthorized, recurring payment three Business Days or more before the payment is scheduled, and we do not do so, we will be liable for your losses or damages. Please see Section 13 above for more information on preauthorized payments.
- p. Insufficient Funds in Payment Account. We will not be obligated to make a payment through Bill Payments unless your Payment Account has sufficient available funds to debit the Payment Account at

the close of business on the Send On Date.

- q. Failed Payments. In using Bill Payments, you are requesting that we make payments for you from your Payment Account. If we are unable to complete a payment for any reason associated with your Payment Account, the payment will not be made. In the event we are unable to complete a payment for any reason, you shall be solely responsible for making alternate payment arrangements or resubmitting the payment through TBO. We will not be liable if a payment cannot be completed because there are insufficient available funds or credit availability in your Payment Account; a legal order directs us to prohibit withdrawals from the Payment Account; the Payment Account is closed or frozen; or any part of the electronic funds transfer system is not working properly.
- r. Returned Payments. You understand that Billers, the United States Postal Service or other courier service may return payments to us for various reasons. We will use reasonable efforts to research and correct any returned payment and either return it to the Biller or void the payment and credit your Payment Account. When required, we will notify you of any returned payment. You shall be solely responsible for any stop payment fees incurred as a result of a returned payment.
- s. Refused Payments. We reserve the right to refuse to pay any Biller to whom you may direct a payment. We will notify you promptly if we exercise our right to refuse to pay a Biller designated by you; however, no such notification shall be provided if you attempt to make an Exception Payment of other payment prohibited by this Agreement.
- t. Reimbursement. You agree that if we or any of our Service Providers properly execute a payment but are unable to retrieve funds from the payee or you receive the benefit of such payment, we may seek reimbursement from you. In such a case, you authorize us to debit the amount of the payment and any related fees from your Payment Account.
- u. Termination, Suspension, or Cancellation of Bill Payments. If your access to TBO or Bill Payments is terminated, suspended, or cancelled, any payment we have already begun processing on or before the Termination Date will be completed by us. All scheduled payments including recurring payments will not be processed beginning on the Termination Date. If you cancel your access to TBO or Bill Payments, we recommend that you cancel any scheduled payments before cancelling your service.

## **22. External Transfers Service**

- a. Introduction. The terms and conditions set forth in this Section 22 of the Agreement (“External Transfers Service Terms and Conditions”) apply only to the External Transfers Service.
- b. External Transfers Service Definitions. Any definitions set forth in this Section 22 of the Agreement, including those in this Section 22.b will apply only to the External Transfers Service.
  - i. "Recipient Account" means an external account to which you may transfer or receive funds through the External Transfers Service.
  - ii. "Transaction Account" means the checking account from which you may transfer or receive funds through the External Transfers Service.
  - iii. "Transfer Instruction" means information provided by you instructing us to transfer funds to a Recipient Account.
- c. Description of External Transfers Service. The External Transfers Service enables you to transfer funds between Transaction Accounts that you maintain with us and Recipient Accounts that you maintain at other financial institutions. You may make both one-time and recurring transfers through the External Transfers Service.
- d. Transfer Method. We may, in our sole discretion, select the method by which to transfer funds on your behalf and the method to return funds to your Eligible Account in the event that a transfer to a Recipient Account cannot be completed. Although the ACH Network is often used to execute transfers through the External Transfers Service, other Payment Networks may be used to facilitate such transfers.

- e. Transfer Amount. We may, in our sole discretion, impose limits, which may be adjusted from time to time, on the amount of money you can transfer through the External Transfers Service. Transfers are limited to \$2,500.00 per transaction and up to \$2,500.00 per day.
- f. Cut-Off Time. The cut-off time for processing transfer requests each Business Day is 7:55 p.m., Central Time. Any transfer request received after the cut-off time will be processed the next Business Day.
- g. Prohibited Transfers. The External Transfers Service prohibits transfers to Recipient Accounts located outside of the United States or its territories. The External Transfers Service further prohibits transfers that violate any law, statute, ordinance or regulation, transfers to unlawful internet gambling sites, transfers to or at the direction of government agencies, organizations and institutions, and transfers made in response to a court-directed payment plan. We may, but are not obligated to, block or reverse any transfer prohibited under this Agreement, and we will not be liable for any losses associated with blocking or reversing such transfers.
- h. Representations and Warranties for Transaction Accounts and Recipient Accounts. Each time you make a transfer through the External Transfers Service, you represent and warrant that (1) you are the owner or authorized signatory of the Transaction Account and the Recipient Account; (2) you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account; (3) the Recipient Account is located in the United States.
- i. Accounts at Other Financial Institutions. Your Recipient Accounts will continue to be governed by your account agreements with other financial institutions. You should review such agreements for any fees or restrictions that may affect your use of the External Transfers Service.
- j. Validation of Recipient Accounts. When adding a Recipient Account to the External Transfers Service, small deposits of less than \$1 will be made to the Recipient Account from one of your Transaction Accounts in order to validate the Recipient Account. You will be required to confirm the deposit amounts to complete the validation process.
- k. Transfer Authorization. By providing us with a Transfer Instruction, you authorize us to follow the Transfer Instruction. Transfer Instructions that (i) are not in compliance with this Agreement; (ii) contain erroneous or incomplete information regarding the payment; (iii) are not accepted by the Recipient Account financial institution; or (iv) are suspected of being fraudulent or otherwise illegal will not be processed. You further authorize us to debit your Transaction Account and remit funds on your behalf to the designated Recipient Account when we receive a Transfer Instruction from you and reverse a transfer from the Recipient Account if the debit is returned to the Transaction Account for any reason, including without limitation for nonsufficient funds in the Transaction Account.
- l. Transfer Processing. You may submit Transfer Instructions for one-time, same-day or future-dated transfers or recurring transfers. Once submitted, a one-time, same-day transfer is debited from your Transaction Account immediately and cannot be modified or cancelled. One-time, future-dated transfers can be cancelled or modified until the status of such a transfer is no longer shown as pending. Transfers may be subject to a hold for ACH processing or by the Recipient Account financial institution, but will typically be deposited in the designated Recipient Account 1-2 days after the transfer begins processing.
- m. Accuracy of Transfer Instructions. You are solely responsible for providing accurate Transfer Instructions. We are not responsible for confirming any Transfer Instructions or for monitoring or refusing to process duplicate Transfer Instructions. If you give us a Transfer Instruction that is incorrect in any way, you agree that we may debit your account for the transfer whether or not the error could have been detected by us. We are not obligated to detect errors in any Transfer Instructions. If you notify us that a Transfer Instruction is inaccurate, we will make a reasonable effort to stop or recover a transfer to the wrong Recipient Account, but we do not guarantee such recovery and will bear no responsibility for losses resulting from an incorrect Transfer Instruction. We shall not be liable for any action we take in reliance on your Transfer Instructions.
- n. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing. There is

no charge for canceling a transfer. Once we have begun processing a transfer it cannot be cancelled or edited, but you can submit a stop payment order.

- o. Stop Payment Orders. We may not have a reasonable opportunity to act on any stop payment order after a transfer begins processing. If you desire to stop any payment that has already begun processing, you must contact us by sending us a message through TBO Contact Us or calling 1-888-8CAPFED (1-888-822-7333) or, for hearing disabled customers, TTY service 785-270-6181. An oral stop payment order is binding on us only for 14 days unless confirmed in writing within this period. A written stop payment order will remain in effect in accordance with the stop payment provisions in the Uniform Commercial Code or NACHA Rules, as applicable to the transaction. The charge for each stop payment order will be the current charge for such service as set out in the **Service Charge Schedule**. If you order us to stop a preauthorized, recurring payment three Business Days or more before the payment is scheduled, and we do not do so, we will be liable for your losses or damages. Please see Section 13 above for more information on preauthorized payments.
- p. Taxes. It is your sole responsibility to determine what, if any, taxes apply to transfers you make or receive using the External Transfers Service, and it is further your sole responsibility to report and remit any such taxes to the appropriate tax authority.
- q. Insufficient Funds in Transaction Account. We will not be obligated to make a transfer through the External Transfers Service unless your Transaction Account has sufficient available funds to complete the transfer. We reserve the right, in our sole discretion, to create an overdraft on the Transaction Account, pay the payment, and charge an overdraft fee. Transfers that are not made due to insufficient withdrawable funds shall be subject to an NSF fee. Overdraft protection plan transfers for the External Transfers Service are limited to \$2,000.00 per day.
- r. Failed Transfers. In using the External Transfers Service, you are requesting that we make transfers for you from your Transaction Account. If we are unable to process a transfer for any reason associated with your Transaction Account, the transfer may not be completed. We will not be liable if a transfer cannot be completed because there are insufficient available funds or credit availability in your Transaction Account; a legal order directs us to prohibit withdrawals from the Transaction Account; the Transaction Account is closed or frozen; or any part of the electronic funds transfer system is not working properly.
- s. Returned Transfers. In using the External Transfers Service, you understand transfers may be returned for various reasons, for example, if the Recipient Account number is not valid. We will use reasonable efforts to research and correct any returned transfer and either complete the transfer to the intended Recipient Account or void the transfer and credit your Transaction Account. When required, we will notify you of any returned transfer. You shall be solely responsible for any stop payment fees incurred as a result of a returned transfer.
- t. Refused Transfers. We reserve the right to refuse any transfer to a Recipient Account. We will notify you promptly if we exercise our right to refuse to transfer funds to a Recipient Account; however, no such notification shall be provided if you attempt to make a transfer prohibited under this Agreement.
- u. Reimbursement. You agree that if we or any of our Service Providers are unable to retrieve a transfer from a Recipient Account financial institution but you receive the benefit of such transfer, we may seek reimbursement from you. In such a case, you authorize us to debit the amount of the transfer and any related fees from your Transaction Account.
- v. Termination, Suspension, or Cancellation of the External Transfers Service. If your access to TBO or the External Transfers Service is terminated, suspended, or cancelled, any transfers we have already begun processing on or before the Termination Date will be completed by us. All scheduled transfers including recurring transfers will not be processed beginning on the Termination Date. If you cancel your access to TBO or the External Transfers Services, we recommend that you cancel any scheduled transfers before cancelling your service.

### **23. People Pay Service.**

- a. Introduction. The terms and conditions set forth in this Section 23 of the Agreement (“People Pay Terms and Conditions”) apply only to the People Pay Service (“People Pay”).
- b. People Pay Definitions. Any definitions set forth in this Section 23 of the Agreement, including those in this Section 23.b, will apply only to People Pay:
  - i. "Eligible Transaction Account" is the checking account from which your payments as a Sender will be debited, your People Pay Service fees will be automatically debited, or to which payments and credits to you will be credited.
  - ii. "Payment Instruction" is the information provided by the Sender through People Pay for a payment to be made to a Receiver, including without limitation name, mobile telephone number, email address, bank account and routing number information, and amount.
  - iii. "Receiver" is a person or business entity that is sent a payment through People Pay.
  - iv. "Sender" is a person or business entity that sends a payment through People Pay.
- c. Description of People Pay Service. People Pay enables you to (1) send payments through the TBO Website or Mobile App from an Eligible Transaction Account to another person and (2) receive payments into an Eligible Transaction Account from another person. All People Pay payments are in U.S. dollars and subject to the terms of this Agreement and any applicable laws and regulations.
- d. Payment Method. We may, in our sole discretion, select the method in which to send funds on your behalf or return funds to you in the event a People Pay payment cannot be completed. Although the ACH Network is often used to execute People Pay payments, other Payment Networks may be used to facilitate the execution and transmission of such payments.
- e. Payment Amount. We may, in our sole discretion, impose limits, which may be adjusted from time-to-time, on the amount of money you can send or receive through People Pay. Payments are limited to \$2,000.00 per payment and \$4,000.00 per day.
- f. People Pay Website. If you choose to initiate or receive a payment at the People Pay Website you acknowledge and agree that you shall be subject to any terms of use or other agreements required to use the People Pay Website and any applicable laws and regulations.
- g. Prohibited Payments. People Pay prohibits payments to Receivers and accounts located outside of the United States or its territories. People Pay further prohibits payments that violate any law, statute, ordinance or regulation, payments to unlawful internet gambling sites, payments to or at the direction of government agencies, organizations and institutions, and payments made in response to a court-directed payment plan. We may, but are not obligated to, block or reverse any payment prohibited under this Agreement, and we will not be liable for any losses associated with blocking or reversing such payments. In no event shall we be liable for any claims or damages resulting from or in connection with your making a prohibited payment through People Pay. We have no obligation to research or resolve any claim resulting from or in connection with a prohibited payment. You shall be solely responsible for resolving any claims or issues arising out of or related to any misapplied, misposted or misdirected prohibited payments.
- h. Payment Authorization and Payment Remittance. By providing us with a Payment Instruction, you authorize us to follow the Payment Instruction. Payment Instructions that (i) are not in compliance with this Agreement; (ii) contain erroneous or incomplete information regarding the payment; (iii) are not accepted by the Receiver; or (iv) are suspected of being fraudulent or otherwise illegal will not be processed. You further authorize us to debit your Eligible Transaction Account and send funds on your behalf to another person when we receive a Payment Instruction from you; credit your relevant Eligible Transaction Account when another person sends funds to you through People Pay; and credit your relevant Eligible Transaction Account if a People Pay payment you initiated is cancelled or returned to

us.

- i. Payments Processed by Account Number. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the Receiver's financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that a financial institution holding a Receiver's account may choose not to investigate discrepancies between account names and account numbers and that we have no responsibility to investigate such discrepancies.
- j. Sending Payments. People Pay allows you to send one-time payments to Receivers as follows:
  - i. Account-to-Account Payments. To send a payment from your Eligible Transaction Account directly to a Receiver's account at a financial institution (an "Account-to-Account Payment"), you must provide the Receiver's account number and bank routing number. The Account-to-Account Payment and any related fees shall be debited from your Eligible Transaction Account when you submit the Payment Instructions and sent directly to the Receiver's account. It typically takes 1-2 days for an Account-to-Account Payment to be deposited in the Receiver's account.
  - ii. Receiver Chooses Payments. To send a payment from your Eligible Transaction Account to an account to be chosen by the Receiver (a "Receiver Chooses Payment") you must provide a valid email address or mobile number for the Receiver. We will send the Receiver an email or SMS text message notification of the pending Receiver Chooses Payment and instructions for claiming such payment. We shall not be liable for any lost or stolen claim information. The Receiver must provide sufficient information to complete the payment, including without limitation either account information from an account held by Receiver at a financial institution or the Receiver's PayPal account information. The Receiver Chooses Payment and any related fees shall be debited from your Eligible Transaction Account when the Receiver claims such payment. It typically takes 1-2 days from the time the Receiver claims a Receiver Chooses Payment for the payment to be deposited in the Receiver's account. If the Receiver fails to claim a Receiver Chooses Payment within 10 days of your submitting the Payment Instruction, the payment will not be completed and your account will not be debited.
- k. Receiving Payments. You may receive payments from another person (i.e., a Sender) through People Pay. There may be a delay between the time you are notified of any pending payment and the deposit of the funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the funds into your Eligible Transaction Account.
- l. Accuracy of Payment Instructions. You are solely responsible for providing accurate Payment Instructions. We are not responsible for confirming any Payment Instructions or for monitoring or refusing to process duplicate Payment Instructions. If you give us a Payment Instruction or the Receiver gives us information related to your Payment Instruction that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in any Payment Instructions or verify the identity of any Receiver to whom you send a payment. We shall not be liable for any action we take in reliance on your Payment Instructions.
- m. Cancellation of Payments. People Pay payments cannot be cancelled once they begin processing. Account-to-Account Payments begin processing immediately once you submit Payment Instructions and therefore cannot be cancelled. Recipient Chooses Payments transactions do not begin processing until the Receiver claims them. Accordingly, you may cancel a Recipient Chooses Payment any time before the Receiver claims such payment.
- n. Stop Payment Orders. Our ability to stop a People Pay payment or recover funds associated with an unauthorized payment will depend on the manner in which the payment was initiated, and whether the payment has begun processing. We may not have a reasonable opportunity to act on any stop payment

order after a payment begins processing. If you desire to stop any payment that has already begun processing, you must contact us by sending us a message through TBO Contact Us or calling 1-888-8CAPFED (1-888-822-7333) or, for hearing disabled customers, TTY service 785-270-6181. An oral stop payment order is binding on us only for 14 days unless confirmed in writing within this period. A written stop payment order will remain in effect in accordance with the stop payment provisions in the Uniform Commercial Code or NACHA Rules, as applicable to the transaction. The charge for each stop payment order will be the current charge for such service as set out in the **Service Charge Schedule**. If you order us to stop a preauthorized, recurring payment three Business Days or more before the payment is scheduled, and we do not do so, we will be liable for your losses or damages. Please see Section 13 above for more information on preauthorized payments.

- o. Unclaimed Payments. People Pay payments not claimed by a Receiver will be automatically cancelled ten (10) days after payment processing begins. When a Sender initiates a payment, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a People Pay payment. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account.
- p. SMS Text Messages. You may receive SMS text messages related to People Pay from time to time. We do not charge a fee to send People Pay messages, but message or data charges or rates may be imposed by your wireless carrier for which you shall be solely responsible. For assistance with People Pay, you can contact us at 1-888-8CAPFED (1-888-822-7333) or, for hearing disabled customers, TTY service 785-270-6181, or send a text message with the word "**HELP**" to 20736. To stop receiving SMS text messages for People Pay, send a text with the word "**STOP**" to 20736. You will receive a confirmation text message. After that, you will not receive any future messages from us regarding People Pay via SMS text message.
- q. Taxes. It is your sole responsibility to determine what, if any, taxes apply to payments you make or receive using People Pay, and it is further your sole responsibility to report and remit any such taxes to the appropriate tax authority.
- r. Insufficient Funds in Transaction Account. We will not be obligated to make a payment through People Pay unless your Eligible Transaction Account has sufficient available funds to debit the Eligible Transaction Account at the time you initiate a payment. We reserve the right, in our sole discretion, to create an overdraft on the Eligible Transaction Account, pay the payment, and charge an overdraft fee. Payments that are not paid due to insufficient withdrawable funds shall be subject to an NSF fee. Overdraft protection plan transfers for People Pay are limited to \$2,000.00 per day.
- s. Failed Payments. If we are unable to process a payment for any reason associated with your Eligible Transaction Account, the payment may not be completed. We will not be liable if a payment cannot be completed because there are insufficient available funds or credit availability in your Eligible Transaction Account; a legal order directs us to prohibit withdrawals from the Eligible Transaction Account; the Eligible Transaction Account is closed or frozen; or any part of the electronic funds transfer system is not working properly.
- t. Returned Payments. In using People Pay, you understand that Receivers may reject payments or otherwise return payments to us for various reasons. We will use reasonable efforts to complete payments initiated through People Pay. When required, we will notify you of any returned payment. You shall be solely responsible for any stop payment fees incurred as a result of a returned payment.
- u. Refused Payments. We reserve the right to refuse to pay any Receiver. We will notify you promptly if we decide to refuse to pay a Receiver designated by you; however, no such notification shall be provided if you attempt to make a payment prohibited under this Agreement.
- v. Reimbursement. You agree that if we or any of our Service Providers are unable to retrieve a payment from a Sender but you receive the benefit of such payment, we may seek reimbursement from you. In



such a case, you authorize us to debit the amount of the transfer and any related fees from your Eligible Transaction Account.

- w. Termination, Suspension, or Cancellation of the External Transfers Service. If your access to TBO or People Pay is terminated, suspended, or cancelled, any payments we have already begun processing on or before the Termination Date will be completed by us. All payments that have not yet been claimed will not be processed beginning on the Termination Date. If you cancel your access to TBO or People Pay, we recommend that you cancel any Recipient Chooses Payments before cancelling your service.

#### **24. eStatement Service.**

- a. Introduction. The terms and conditions set forth in this Section 24 of the Agreement (“eStatement Terms and Conditions”) apply only to the eStatement Service.
- b. Definitions. Any definitions set forth in this Section 24 of the Agreement will apply only to the eStatement Service
- c. Description of the Service. The eStatement Service is available to you at no cost, and will allow you to view your current and past account statements for your Eligible Accounts through TBO. You may sign up for the eStatement Service by accessing the Documents tab on TBO. You understand that pursuant to the agreements governing your Eligible Accounts, you may be entitled to receive periodic account statements and notices in connection with such Eligible Account (collectively, "Statements"). By requesting the eStatement Service through TBO, you authorize us to discontinue sending you such Statements for your Eligible Accounts via postal mail service and to instead deliver such Statements to you electronically. You understand and agree that we will send you an email on an ongoing basis to the email address that you provide to us, notifying you that a Statement is ready to be viewed through TBO. You understand and agree that you will no longer automatically receive paper copies of your Statements, although you may request that we send you a paper copy of any Statement.
- d. Authority and Binding Nature of Request for eStatements. When you request eStatements through TBO, you represent to us that you are an authorized signer of the Eligible Account being accessed and that you have the authority to request eStatements for all joint account holders. Each joint account holder on the Eligible Account shall be legally bound by these eStatement Service Terms and Conditions.
- e. Withdrawal of Request for eStatement Service. Your request to receive Statements electronically is voluntary and may be withdrawn at any time. To withdraw your or a joint account holder’s request for eStatement Service, you may access the Documents tab on TBO or contact the Bank’s Customer Service by sending a TBO Contact Us message. If you are unable to contact us electronically, you may also reach us at 1-888-8CAPFED (1-888-822-7333) or, for hearing disabled customers, TTY service 785-270-6181, or you may write us at Capitol Federal Savings Bank, 700 S. Kansas Avenue, Topeka, KS 66603. Subject to our confirmation of your request, such withdrawal shall become effective no later than fifteen (15) days after receipt by us. Upon termination, you understand and agree that you will no longer have access to eStatements through TBO and that you will receive all Statements in paper form via postal mail service.
- f. Email Address. You agree to maintain a valid, active email address and to promptly notify us of any change. To change your email address, contact the Bank’s Customer Service by sending a TBO Contact Us message. If you are unable to contact us electronically, you may also reach us at 1-888-8CAPFED (1-888-822-7333) or, for hearing disabled customers, TTY service 785-270-6181, or you may write us at Capitol Federal Savings Bank, 700 S. Kansas Avenue, Topeka, KS 66603. We are not liable for any third party-incurred fees, other legal liability, or any other issues or liabilities arising from notifications sent to an invalid or inactive email address or postal address that you have provided. When a provision of a document we send you includes a time period stemming from your receipt of a Statement from us, such time period shall start or end, as applicable, on the date that we send to your email address a notice that a Statement is available for viewing.