



USAA FEDERAL SAVINGS BANK AGREEMENTS AND DISCLOSURES

TABLE OF CONTENTS

DEPOSITORY AGREEMENT AND DISCLOSURES	
DEPOSITORY AGREEMENT	1
FUNDS AVAILABILITY POLICY	14
TRUTH IN SAVINGS DISCLOSURES	15
CERTIFICATE OF DEPOSIT DISCLOSURES	17
USAA DEBIT MASTERCARD AND USAA ATM CARD AGREEMENT	20
ELECTRONIC FUNDS TRANSFER AGREEMENT ..	25
OVERDRAFT PROTECTION AGREEMENT	28
 USAA WEB BILLPAY	
TERMS AND CONDITIONS	30
 USAA SERVICE FEE SCHEDULE	
SERVICE FEE SCHEDULE	43

USAA FEDERAL SAVINGS BANK DEPOSITORY AGREEMENT

Account Holder has opened an account(s) ("Account") at USAA Federal Savings Bank ("Bank") and delivered to Bank an application(s) and signature card. In return for Bank's acceptance of the Account, Account Holder agrees that this Depository Agreement ("Agreement") shall govern all present and future Accounts:

- 1. Account Holder.** "Account Holder" shall mean the person, corporation, partnership, trustee, custodian or other entity in whose name the Account is opened. The singular of Account Holder where appropriate shall include the plural. This Agreement is binding upon each Account Holder and Bank, and their respective heirs, executors, administrators, agents, successors and assigns. Each Account Holder must sign a signature card on a form satisfactory to Bank. No more than five (5) Account Holders may open any one Account. Each Account Holder on the Account shall have equal access to the Account. The Account Holder agrees to the terms of the Depository Agreement and as applicable: USAA Debit MasterCard and USAA ATM Card Agreement, Electronic Funds Transfer Agreement and the Overdraft Protection Agreement by either the execution and delivery to the Bank of the Signature Card or use of the account, whichever occurs first.
- 2. Single Signature Card.** Account Holder acknowledges that a single signature card will govern all present and future deposit accounts on which the undersigned is an Account Holder.
- 3. Signatures.** Bank may rely upon any signature on the signature card in the payment of funds and in all other transactions in connection with the account. For the payment of funds and for other purposes relating to any of the Account Holder's accounts with Bank, Bank is authorized to recognize Account Holder's signature, but it will not be liable to Account Holder for refusing to honor Account Holder's checks or other signed instructions if it believes in good faith that the signature appearing on such checks or instructions is not genuine. Additionally, Account Holder may authorize the use of a facsimile signature device by designation on the Signature Card or in a separate resolution. Account Holder agrees to sign a new signature card upon request. The number of required signatures on a check or other withdrawal shall be no more than one Account Holder's signature which appears on the signature card, regardless of any separate agreement between Account Holders, any contrary notation on the signature card or any other reason. Bank does not accept accounts, which require the signature of more than one Account Holder on checks or withdrawals. Until the Signature Card is received by the Bank: (1) The Bank can rely on the signature as signed by the Account Holder on any account instrument as the Account Holder's "specimen signature"; (2) The Bank will assume that the Account Holder is subject to backup withholding by the Internal Revenue Service (IRS) and the required backup withholding will be withdrawn from the account and forwarded to the IRS; and (3) the FDIC insurance status of the account cannot be determined and the

Bank makes no representations regarding the FDIC insurance coverage on the account.

4. **Customer Notice.** Federal law requires us to obtain, verify, and record your name, address, date of birth, and other information that will allow us to identify you when you open an account and in certain other circumstances.
5. **Fax Authorization.** If any document is being faxed, the sender sends that document to the recipient by transmission from one fax machine to another. The sender adopts as the sender's original signature, the signature appearing as reproduced by the fax machine receiving the transmission. Each of: (1) the paper fed into the sending fax machine and (2) the print out from the receiving machine (including any complete photocopy thereof) is a counterpart original of the document which is in the possession of the sender.
6. **Handling of Items.**
 - a. Bank requires an account signature card on file with the Account Holder's signature.
 - b. Bank acts only as Account Holder's collecting agent for items deposited, and assumes no responsibility beyond its exercise of ordinary care. Bank accepts deposits subject to the subsequent verification of the deposit. All items are credited subject to final payment to Bank in cash or solvent credits at its office. Bank may, subject to the Bank's Funds Availability Policy, withhold all or part of the proceeds of any deposit until final payment is received in cash or solvent credits. No item in the deposit shall be deemed finally paid because a portion of the deposit is deducted and withdrawn in cash.
 - c. Bank may forward items to correspondents. It shall not be liable for default or negligence of correspondents selected with ordinary care, nor for losses in transit. Each correspondent shall be liable for its own negligence. Items and their proceeds may be handled by any correspondent bank, Federal Reserve Bank or clearing house in accordance with any applicable rule, common usage, policy, procedure or any other lawful practice.
 - d. Bank shall not be liable to Account Holder for any loss caused by payment of a postdated item before its date. If Account Holder wishes to impose special restrictions on the face of items with respect to payment of such items (e.g., maximum amount or date of payment), such restrictions will not be effective unless the Account Holder has given prior written notice to Bank, and Bank has agreed in writing to the instructions.
 - e. Bank is under no obligation to pay a check, other than a certified check, which is presented more than six (6) months after its date, but Bank may charge Account Holder's account for a payment made thereafter in good faith.
 - f. For applicable accounts, Bank will retain copies of items. Copies of retained items will be available to Account Holder upon request to Bank at a nominal fee.
 - g. Bank is authorized to pursue collection of previously dishonored items, and in so doing it may permit the payor

bank to hold an item beyond the midnight deadline.

- 7. Extraneous Information.** Bank will not be liable for and shall disregard conditional statements or “subject to” conditions or any other information written on a check other than the signature of the drawer, the identification of the drawee bank and payee, the amount and any other information that appears in the magnetic ink character recognition (MICR) line. Furthermore, Account Holder agrees that Bank does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for the sight examination of items.
- 8. Endorsements.** Account Holder shall not place an endorsement, writing or other mark on the back of a check being submitted for deposit in the area reserved for endorsement of Bank. Depositor endorsement or other writing on the back of a check must fall within 1.5 inches of the trailing edge of the check (left-hand side of the check, looking at it from the front). Account Holder agrees to indemnify Bank for any liability incurred by Bank resulting from the delay or missending of checks caused by markings placed on check by Account Holder that obscure Bank’s endorsement.
- 9. Posting and Receipt of Items.** Bank reserves the right to post all deposits, including deposits of cash and of items drawn on it, no later than midnight of its next banking business day after receipt at its office during Bank’s regular business hours, and Bank shall not be liable for damage caused by non-payment of any item resulting from the exercise of this right. Any item received on a Saturday, Sunday or Bank holiday shall be deemed received on the next banking business day. Deposits are subject to Bank’s Funds Availability Policy (see the Funds Availability Policy section), which is subject to change from time to time.
- 10. Foreign Currency Items.** With respect to item payable in foreign currency, Bank acts as collecting agent for Account Holder. Account Holder has the exchange rate risk. If any item drawn in a foreign currency is not paid to Bank in the same amount of U.S. dollars as Bank may have credited to the Account or paid to Account Holder, Account Holder shall pay Bank in U.S. dollars upon demand, the difference between the amount in U.S. dollars paid to Account Holder or credited to the Account for the item, and the lesser equivalent in U.S. dollars of the amount of the item when Bank receives payment for the item. Bank shall have the right to debit any Account of Account Holder for such difference, as well as for any fee or charge incurred. Foreign currency and check deposits should be sent to the Deposit Operations Collections Department.
- 11. Bank Statements.** Bank will mail Account statements to the address indicated on the Account application. Alternatively, at Account Holders request, Bank will deliver Account statements electronically. In case of a change of address, Account Holder shall provide to Bank a current address. If Account Holder fails to do so, Bank shall retain a copy of Account Holder’s bank statements until Account Holder contacts Bank. Account Holder agrees that Bank shall have all defenses against Account Holder, which it would have if such statements and items had been delivered to

Account Holder and examined by Account Holder on the statement date. Unless Account Holder advises Bank of any errors in a statement within 60 days after such statement is mailed, delivered or retained in accordance with this paragraph, such statement shall be deemed correct. Other mailings of whatever nature may be handled as set forth above, except that delivery will be effective as of the date mailed. Images of items in support of the statement will be included with the statement.

- 12. Deposits.** Bank, at any time without prior notice, and in its discretion, may refuse any deposit, limit the amount which may be deposited, accept all or any part of a deposit for collection only or return all or any part of any deposit. Deposits shall not be deemed accepted until received at Bank in San Antonio, Texas, and after Bank has had a reasonable opportunity to exercise its rights under this paragraph.
- 13. Withdrawals.** Bank may require a minimum of seven (7) days written notice or such other notice period as is established by law. Withdrawal may be made by written order on forms approved by Bank when signed by any one Account Holder. Withdrawals will first be made from collected funds and Bank may refuse any withdrawal request against uncollected funds. Withdrawals are subject to Bank's Funds Availability Policy (see the Funds Availability Policy section), which is subject to change from time to time. Bank reserves the right to refuse any check or other item drawn against Account or used to withdraw funds from Account if made in a manner not specifically authorized for Account, if made more frequently or in a greater number than specifically permitted for Account. Bank may pay checks or other items drawn upon Account in any order determined by Bank, even if paying a particular check or item results in an insufficient balance in Account to pay one or more other items that otherwise could have been paid out of Account.
- 14. Charge-Backs.** Bank may charge-back any item, or a photocopy of the item, at any time before final payment, whether returned or not, and whether drawn on Bank or another bank. Bank may debit the Account for any exchange charges on deposited items and any income tax withheld on bonds or coupons deposited. Bank may debit the Account into overdraft for any such purpose, and will not be liable for damages to Account Holder as a result of checks drawn on the Account, which are dishonored because of the charge-back.
- 15. Overdrafts.** Bank may honor overdrafts, but shall not be obligated to do so. Account Holder shall pay overdrafts upon demand, together with interest on the overdraft at 10% per annum. Bank may charge the Account at any time for the amount of this interest. If an overdraft is collected through probate, bankruptcy or other judicial proceeding, or is referred to a collection agency or lawyer for collection, Account Holder shall pay expenses and costs of collection, including attorney's fees. Bank may cover any overdraft by debit to any other checking, savings or time deposit Account of Account Holder without notice to Account Holder, but Bank shall not be obligated to do so. Nothing contained in this Agreement shall be construed to require Bank to debit the Account into overdraft or to create

an arrangement for the extension of credit by means of overdrafts. Each Account Holder on a joint account shall be liable for an overdrawn balance regardless of which Account Holder overdrawed the Account.

- 16. Stop Payment.** Account Holder agrees to hold Bank harmless and indemnify Bank for any losses, expenses and costs, including attorney's fees, incurred by Bank for refusing payment of any item on which Account Holder has stopped payment or for payment of an item after a stop payment order has expired. Account Holder has the right to stop payment on any check drawn on Account Holder's account that has not been paid. A stop payment order is effective for six months. Renewals must be requested and may be made from time to time. A stop payment order, renewal or revocation will be valid upon the Bank having a reasonable opportunity to act upon the order. In order to place a stop payment order, Account Holder must inform Bank of the exact amount of the item, the number of the check and the number of the account. Bank will not be responsible if the information Account Holder gives is not correct or if Account Holder fails to give any other reasonable information regarding the item and the stop payment cannot be completed. A confirmation of the stop payment order will be sent to the address of record for the account on which the stop payment order was processed. Bank can rely on the information provided in the confirmation, unless a response is received from the Account Holder to indicate otherwise. Account Holder must provide any changes to the confirmation and allow the Bank a reasonable opportunity to act on the changes to the stop payment order. If Bank re-credits Account Holder's account after paying a check over a valid and timely stop payment order, Account Holder agrees to transfer to Bank all of Account Holder's rights against the payee or holder of the check, and to assist Bank in subsequent legal action taken against that person. Any person who is authorized to draw checks against the Account must submit a written request to release or cancel a stop payment order.
- 17. Funds Transfers.** Account Holder may, upon identification satisfactory to Bank, request the transfer of funds by telephone or Internet between Accounts on which Account Holder is an owner. Account Holder agrees not to hold Bank liable for any expenses, costs, damages, claims, demands or lawsuits of any kind arising from Bank's refusal to honor such request for any good faith reason.
- 18. Wire Transfers.** Account Holder may, upon verification of signature or upon identification satisfactory to Bank, authorize wire transfers to and from the Account. Such wire transfers will be subject to federal regulations and laws, which govern wire transfers.
- 19. Electronic Funds Transfers.** Account Holder may authorize automatic or on-demand Electronic Funds Transfers ("EFTs") to and from the Account. Account Holder may authorize the transfer of funds between Accounts on which Account Holder is an owner or to or from accounts owned by third parties, subject to written permission by such third parties. By authorizing EFTs, Account Holder agrees to the terms as set forth in the Electronic

Funds Transfer Agreement section. The authorization shall be in writing and shall continue in effect until Bank receives a written revocation signed by any Account Holder on the Account at least three (3) banking business days in advance of the scheduled transfer.

- 20. Unattended Bank Facility.** Account Holder agrees that use of any automated teller machine or night depository shall be at Account Holder's own risk, and Bank shall not be responsible for any losses or damages sustained by Account Holder while utilizing such a facility.
- 21. Service Charges.** Bank may debit the Account for servicing charges or fees in connection with the Account in accordance with Bank's Service Fee Schedule in effect at the time of the occurrence that gives rise to the charge. To the extent not prohibited by law, Bank may debit the Account for research, reproduction and production of documents in connection with court orders, subpoenas, summons, administrative orders, levies, garnishments, attachments or other legal process, and any other expenses incurred by Bank in connection with such production of documents including, but not limited to, attorney's fees.
- 22. Interest Bearing Accounts.** An interest-bearing Account may earn interest on the daily balance or average daily balance and at a variable interest rate and annual percentage yield set by Bank from time to time. Bank may, at any time, in its discretion, change the basis for payment of interest or the annual percentage yield, or may discontinue the payment of interest. Bank may at any time, in its discretion, set maximum Account balances upon which interest will be paid, and set minimum Account daily or average daily balances below which interest will not be paid.
- 23. Inactive Accounts.** The term "inactive" means there has been no customer generated activity (withdrawal or deposit other than the crediting of interest and automatic transactions) posted to the Account for a certain period of time. Bank's obligation to pay interest terminates after the Account has been inactive for five (5) years. Funds held in any inactive Account will escheat to the State of Texas under applicable law.
- 24. Multiple-Party Accounts.** "Multiple-Party Account" means an Account opened as a Joint Account, Totten Trust Account, Uniform Transfer to Minor Account, Fiduciary Account or Payable on Death Account. Multiple-Party Accounts are subject to Texas law and are not subject to the laws of any other state. All obligations of Joint Accounts (whether with or without rights of survivorship) shall be joint and several, which means each Account Holder is responsible and liable for the acts and omissions of the other Account Holder on Account.
 - a.** With respect to all Multiple-Party Accounts, the rights of survivors shall be determined by the form of the Account at the death of Account Holder. A change in the form of the Account must be consistent with this Agreement, and such change will not be effective until the request for change is received in a form satisfactory to Bank during Account Holder's lifetime and Bank acknowledges the change in writing.

- b. Should Account Holder or any Payee or other person disagree or makes adverse claims or demands concerning the Account, Bank may in its discretion refuse to recognize such claims or refuse to take action until the rights of all interested persons have been fully and finally adjudicated by a court of competent jurisdiction or all differences have been resolved to Bank's satisfaction and Bank is provided a copy of an agreement signed by all such persons.

25. Types of Accounts. With respect to all Accounts, Bank makes no representation regarding tax aspects, deposit insurance coverage or the legal results of opening a particular Account. Account Holder is solely responsible for selecting the type of Account. Bank recommends that Account Holder consult with Account Holder's own attorney in order to determine the advisability of establishing one type of Account over another.

- a. "Individual Account" means an Account payable to or on the order of one Account Holder while that Account Holder remains living. Account Holder agrees that Bank shall pay to or on the order of Account Holder, or Account Holder's Agent, until Bank receives a certified copy of a death certificate verifying the death of Account Holder and Bank has had a reasonable opportunity to act on such information. Upon certification of the death of Account Holder, no deposits will be accepted to the Account, no checks will be paid on the Account and the Account will not be released until Bank has been presented with satisfactory documentation to determine, in Bank's discretion, what the proper distribution of the Account should be.
- b. A "Joint Account" allows each joint owner on an account to withdraw, by any means Bank makes available, any or all of the funds on deposit, close the account, enter into special agreements regarding the account, and stop payment on any check drawn on the account. Each joint owner guarantees the signatures of the other joint owners and authorizes the others to endorse checks for deposit if they are payable to any of the joint owners. Each joint owner also authorizes Bank to exercise setoff and enforce its security interest in the entire joint account, even though only one of the joint owners is the debtor; these rights exist irrespective of who contributed funds to the joint account. Similarly, Bank can enforce overdraft liability in the joint account against any joint owner individually. Garnishments against either or both joint owners are subject to Bank's right of setoff and security interest. Notice provided by Bank to any one joint owner is notice to all joint owners.
 - i. "Joint Account (with rights of survivorship)" means an Account payable to or on the order of two or more Account Holders whether or not all Account Holders remain living. No Account in the name of more than one Account Holder is a Joint Account (with rights of survivorship) unless rights of survivorship are clearly designated on the signature card signed by all Account Holders. No separate agreement between Account

Holders or any notation regarding survivorship rights which does not appear on the signature card will be recognized by Bank. The Account Holders own the Account in proportion to their net contributions to the Account. Upon the death of any Account Holder on the Account, the funds in the Account survive to, vest in, belong to and become the property of the surviving Account Holders on the Account as the separate property of the surviving Account Holders, including any community property in the Account. Bank shall not recognize any claims of the deceased Account Holder's estate or any provisions of deceased Account Holder's will. Payment of the funds in the Account to the surviving Account Holders shall constitute a full release and discharge of Bank.

- ii. "Joint Account (without rights of survivorship)" means an Account payable to or on the order of two or more Account Holders while all Account Holders remain living. Any Account in the name of more than one Account Holder is a Joint Account (without rights of survivorship) unless rights of survivorship are clearly designated on the signature card signed by all Account Holders. The Account Holders own the Account in proportion to their net contributions to the Account. All Account Holders agree that Bank shall pay to or on the order of any one Account Holder, as if all Account Holders remain living, until Bank receives a certified copy of a death certificate verifying the death of an Account Holder and Bank has had a reasonable opportunity to act on such information. Upon certification of the death of any Account Holder, no deposits will be accepted to the Account, no checks will be paid on the Account and the Account will not be released until Bank has been presented with satisfactory documentation to determine, in Bank's discretion, what the proper distribution of the Account should be. Bank shall have no duty to monitor the Account.
- c. "Totten Trust Account" means an Account establishing a revocable trust without the use of a written trust agreement. The trust is defined by this Agreement and the Account styling. There are no trust assets other than the funds on deposit in the Totten Trust Account. The Account can be set up by one or more trustees as Account Holder(s) for one or more beneficiaries. The designation "TTEE" on the Account shall mean "trustee." The Account Holders named as trustees to the Account own the Account in proportion to their net contributions to the Account. No Totten Trust Account shall be opened without a beneficiary designated on the application and no beneficiary shall have any rights regarding the Account, except as described in this paragraph. If more than one Account Holder is named as trustee on the Account, Bank shall act on the signature of any one of them, regardless of whether any other Account Holder named on the Account as trustee is incapacitated or deceased. Upon the death or evidence satisfactory to Bank of incapacity of all Account Holders

named as trustee on the Account, Bank shall pay the Account by joint check to the beneficiaries. Bank shall not accept responsibility to act as a trustee or successor trustee for Totten Trust Accounts. Bank shall have no duty to monitor the Account or the status of the trustee(s) or beneficiary(ies).

- d. "Uniform Transfer to Minor Account," herein referred to as UTMA, means an Account established under the Texas Uniform Transfer to Minors Act ("Act") in which an adult donor makes an irrevocable transfer to a minor, as defined in the Act, during the lifetime of the donor. The donor as custodian, or other custodian appointed by the donor, retains the authority to control the funds in the Account. No more than one custodian and no more than one minor may be designated on a UTMA. The minor shall not have authority to withdraw funds from the Account. Bank shall be entitled to rely upon instructions from the custodian named on the Account. Bank shall only pay the funds in the Account to the custodian upon request. Upon the withdrawal of all funds in the Account by the custodian, Bank shall have no further responsibility to the custodian or the minor and the Account will be closed. Upon the death or evidence satisfactory to Bank of incapacity of the custodian named on the Account application, Bank shall rely upon the instructions of the successor custodian. Bank shall have no duty to monitor the Account or the status of the custodian or minor.
- e. "Fiduciary Account" means an account established by a trustee/guardian/executor pursuant to a written trust agreement or court order, which shall include Letters Testamentary/Administration. The Account can be set up by one or more trustees/guardians/executor as Account Holder(s) for one or more beneficiaries.
 - i. If the Fiduciary Account is being established for a trust, Account Holder must provide a copy of the written trust agreement or other evidence satisfactory to Bank of the written trust agreement's existence and content. By accepting the written trust agreement, Bank in no way assumes any responsibility to comply with the terms of the trust agreement. Bank shall not accept responsibility to act as a trustee or successor trustee, regardless of any trust agreement, which provides otherwise, unless previously approved by Bank's Trust Department. The designation "TTEE" on the Account shall mean "trustee." No beneficiary shall have any rights regarding the Account, except as described in the trust agreement. Upon the death or evidence satisfactory to Bank of incapacity of all Account Holders named as trustee, Bank shall rely upon the instructions of the successor trustee(s).
 - ii. Fiduciary Accounts may also be used for estate administration, guardianships and other court-ordered Accounts. Documentation satisfactory to Bank must be presented to Bank before this type of Account will be opened. For an Account established by court order,

funds will be released pursuant to the court order.

If more than one Account Holder is named as trustee/guardian/executor on the Account, Bank shall act on the signature of any one of them, regardless of whether any other Account Holder named on the Account as trustee/guardian/executor is incapacitated or deceased. Bank shall have no duty to monitor the Account to determine the status of the trustee/guardian/executor or beneficiaries or whether the trustee/guardian/executor is in compliance with the trust agreement or court order.

- f. "Payable on Death Account" means an Account opened by one or more Account Holders which, upon the death of all Account Holders on the Account, is payable upon demand to one or more named beneficiaries. The Account shall be treated as an Individual Account or a Joint Account, as appropriate, until the death of all Account Holders. The designation "P.O.D." on the account shall mean "payable on death." No beneficiary shall have any rights or authority regarding the Account until the death of all Account Holders.

Where applicable, no more than five (5) beneficiaries may be designated on any one Account. When appropriate, Bank shall pay all beneficiaries designated on the Account application by joint check payable to all beneficiaries. Each Account Holder agrees on behalf of all beneficiaries that, unless within thirty (30) days following the date on which the funds become payable to the beneficiary(ies), all beneficiaries sign and submit a written request to Bank that the Account be closed and the funds be paid to the beneficiary(ies), the Account shall become an Individual Account or Joint Account (without rights of survivorship) in the name of the beneficiary(ies), whichever is appropriate.

26. **Agent.** "Agent" means every person designated on the signature card to sign checks on the Account, make deposits to the Account, endorse any check or draft payable to any Account Holder for deposit to the Account or otherwise, receive information, statements and canceled checks on the Account, cash checks drawn on the Account or made payable to any Account Holder on the Account, sign any document in connection with the Account, and dispose of or deal with the Account as freely and fully as Account Holder might do in person. Appointment shall be made on the signature card presented to and accepted by Bank, in its discretion, prior to Agent's acting with respect to the Account. Any authority granted to an Agent may be revoked only by written revocation delivered to and acknowledged by Bank in writing in time so that Bank has a reasonable opportunity to act upon the information. Agent's power with respect to an Account terminates on the death of all Account Holder(s). Each Account Holder, and Account Holder's estate, agrees to hold Bank harmless and indemnify Bank against any loss and liability incurred by Bank because of any action by an Agent after termination of agency by death or otherwise. Account Holder agrees that no power of attorney shall be binding upon Bank.

27. Accounts of Corporations, Associations and Partnerships.

If Account Holder is a corporation, association or partnership, every person affixing their signature to the signature card represents, warrants and agrees:

- a. That they are fully authorized to execute the signature card and enter into this Agreement in the capacity therein stated;
- b. That they shall furnish any resolutions, agreements or documents Bank may request to evidence any corporate, association or partnership action relating to opening, maintaining or changing the Account;
- c. That Bank shall have no responsibility or duty to monitor such an Account, or the use of funds paid from it, nor any liability for any act or omission by any person who signs the signature card;
- d. That upon Account Holder's request, Bank may honor items bearing or purporting to bear reproductions or facsimile signatures of authorized signatories on the Account. Account Holder assumes all risks and responsibility for such procedure, including but not limited to, the risk that the facsimile signature may be affixed by an unauthorized individual or the risk that the facsimile signature may not be genuine.

28. Death or Incompetence. Neither a customer's death nor a legal adjudication of incompetence revokes Bank's authority to accept, pay or collect items until Bank knows of the fact of death or of an adjudication of incompetence and has a reasonable opportunity to act on it. Even with knowledge Bank may, for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

29. Transferability and Pledge.

- a. The Account may not be transferred by Account Holder except by a change in ownership that is reflected on the records of Bank. A transfer that occurs due to death, incompetency, marriage, divorce, attachment or otherwise by operation of law, shall not be binding on Bank until Bank has received sufficient documentation, in its discretion, and a new signature card has been executed. If ownership is to be transferred, Bank may require that the account be closed and a new account opened.
- b. The Account may be pledged by a written instrument signed by all Account Holders. A pledge shall be binding upon Bank only after Bank acknowledges the pledge in writing. The pledge shall be subordinate to and subject to any right of Bank to collect any debt of Account Holder to Bank from the Account. Bank may require that any pledge be executed before a notary.

30. Closing of Account. Bank may, at any time, in its discretion, close the Account. No deposits will be accepted and no checks will be paid after the Account is closed. A Bank check for the remaining balance, if applicable, will be mailed to Account Holder at the address indicated on Bank records. An Account will be closed if the following are not received within 45 days from the date the account was opened:

- 1) a signed signature card, and

- 2) the required minimum opening deposit (or an initial deposit when no minimum opening deposit is stated).

31. Security Interest; Setoff.

- a. Account Holder agrees that the Account secures all debts and liabilities of Account Holder to Bank, however and whenever incurred or evidenced, including debt which may be purchased or otherwise acquired by Bank from others, whether direct or indirect, absolute or contingent, due or to become due. Account Holder assigns as security to Bank all balances, credits, deposits, monies and items now or hereafter in the Account (with the exception of credit card debt.)
- b. Account Holder agrees that Bank is authorized at any time to set-off the Account against Account Holder's debts or liabilities to Bank, without notice to Account Holder. Bank shall not be liable for dishonoring items where such set-off results in insufficient funds in the Account to honor items drawn on the Account. Funds received by Bank pursuant to its security interest or right of set-off may be applied first to the discharge of the unsecured part of any debt or liability of Account Holder to Bank, and thereafter to the discharge of the secured portion, if any, of Account Holder's debt or liability to Bank.
- c. If the Account is designated a Joint Account on the signature card, each Account Holder agrees that Bank may set-off the entire amount in the Account against the debt or liability to Bank of any Account Holder on the Account, notwithstanding the interest of other Account Holders in the Account. Each Joint Account Holder agrees to hold Bank harmless and indemnify Bank for any losses, expenses and costs, including attorney's fees, incurred by Bank in enforcing Account Holders' agreement to be jointly and severally liable for overdrafts and to permit set-off of the Account against one another's debts or liabilities to Bank.

32. Account Holder Responsibility. Account Holder shall bear any loss arising from the failure to identify properly the Account by name and number on any deposit instrument or for failure to deliver the deposit instrument to the Bank. Account Holder shall maintain a record identifying each item deposited. Account Holder agrees to provide taxpayer identification numbers required for the Account and warrants that the numbers provided are correct. Bank will not open an Account without a completed and signed IRS Form W-8, Form W-9 or Bank Substitute Form W-9, whichever is appropriate. This Agreement is an important document which should be kept with the Account Holder's records of the Account. Special promotions may result in tax liability. Determination of tax liability is the sole responsibility of the primary Account Holder on record.

33. Ordinary Care. Any failure by Bank or delay by Bank beyond time limits prescribed by law or permitted by this Agreement is excused if caused by Account Holder's negligence, interruption of communication facilities, suspension of payments by another financial institution, war, emergency conditions or other circumstances beyond the control of the Bank, provided the

Bank exercised such diligence as the circumstances require. Account Holder agrees that any act or omission made by Bank in reliance upon or in accordance with industry standards, or any provision of the Uniform Commercial Code as adopted in the State of Texas, or any rule or regulation of the State of Texas or a federal agency having jurisdiction over Bank shall constitute ordinary care.

34. Account Information. Account Holder agrees that Bank may disclose information about the Account to any affiliate of Bank and in accordance with customer banking practices. Account Holder agrees that Bank may obtain credit reports or other information Bank deems necessary.

35. Legal Process.

- a. In the event Bank is served with levies, attachments, garnishments, summons, subpoenas, court orders or other legal process which name any Account Holder on the Account as debtor or otherwise, Bank shall be entitled to rely upon the representations, warranties and statements made in such legal process. Account Holder agrees that Bank may respond to any such legal process in its own discretion without regard to jurisdiction. Account Holders on the Account agree jointly and severally to hold harmless and indemnify Bank for any losses, expenses and costs, including attorney's fees, incurred by Bank as a result of complying with such legal process.
- b. In the event Bank receives written notice from a personal representative, executor or administrator purporting to represent Account Holder's estate, Bank shall be entitled to rely on all figures supplied and representations made in such written notice if Bank is provided with letters of appointment bearing a duly recognized court seal without regard to jurisdiction.

36. Other Adverse Claims. If Bank receives notice of an actual or potential adverse claim to Account Holder's account or the funds in Account Holder's account, it may in its discretion refuse to pay out any money from Account Holder's account until receipt of notice of the resolution of the actual or potential claim. Although Bank reserves the right to refuse to pay out any money from Account Holder's account if it has received notice of an actual or potential claim, Bank is not required to recognize any adverse claim unless (1) the claimant provides Bank with an acceptable bond indemnifying Bank against any and all liabilities, losses, damages, costs and expenses that might be incurred by Bank in connection with payment of the adverse claim and any resulting dishonored checks or other items, or (2) the claimant has obtained an order from a court of competent jurisdiction in a case in which Account Holder is made a party and served with a summons. Any adverse claim shall be subordinate to and subject to any right of Bank to collect any debt of Account Holder to Bank from the Account.

37. Applicable Laws. This Agreement is entered into in San Antonio, Texas, and shall be governed by the laws of the State of Texas and of the United States, and any rule or regulation of the State of Texas or a federal agency having jurisdiction over Bank. A determination that any provision of

this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. The rights of the Bank under this Agreement are cumulative of all other rights Bank may have by law or otherwise.

- 38. Reserve Requirements.** A portion of checking (NOW) account balances may, at times, be reclassified under Federal Reserve Board Regulation D. This accounting procedure will not affect the account.
- 39. Amendments.** Unless applicable law provides otherwise, this Agreement may be amended by notice sent electronically or by mail to Account Holder at Account Holder's last address known to Bank to be effective not less than thirty (30) days after the day transmitted or mailed. Bank shall not be bound by any modification of this Agreement unless Bank expressly agrees to the modification in writing. Account Holder shall have the right to terminate the Account prior to the effective date of amendment. This Agreement supersedes all prior Agreements and Amendments.

FUNDS AVAILABILITY POLICY

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the effective date of the transaction. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Bank holidays. If you make a deposit before the Bank's cutoff time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the Bank's cutoff time or on a day we are not open or if the deposit is not accompanied by pertinent account information, (e.g., deposit slip, account number, account name, etc.), then we will consider the deposit made on the next business day we are open.

The Bank's earliest cutoff time is 1:30 p.m. Central Time. If the Bank closes before that time, then deposits made after closing will be considered as received on the next business day.

When you make your deposit by mail, the deposit is considered made on the day the Bank receives the deposit.

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$100 of your deposit will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds deposited by check may be delayed for a longer period under the following circumstances:

- a. We believe the check you deposited will not be paid.
- b. Aggregate deposits totaling more than \$5,000 on any one day into all of your accounts.
- c. A redeposit of a check that has been returned unpaid.
- d. One or more of your accounts has been overdrawn repeatedly in the last six months.
- e. There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when funds will be available.

SPECIAL RULES FOR NEW ACCOUNTS

For qualified new accounts, the following special rules will apply during the first 30 days your account is open:

Funds from electronic direct deposits to your account will be available on the effective date of the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of a deposit, provided the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day of the deposit. Funds from all other check deposits will be available no later than the ninth business day after the day of your deposit.

TRUTH IN SAVINGS DISCLOSURES

FOUR STAR CHECKING ACCOUNT

(College Start accounts follow the same guidelines as the Four Star Checking account.)

- At our discretion, your interest rate and annual percentage yield may change daily.
- The interest rate is determined on a daily balance for your Four Star Checking account.
- Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).
- Interest is credited and compounded on a monthly basis.
- The interest accrued is determined as of Account Holder statement cycle.
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the collected balance in the account for each day.

USAA SAVINGS ACCOUNT

(PrimeStart accounts follow the same guidelines as the USAA Savings.)

- At our discretion, your interest rate and annual percentage yield may change daily.
- You may make six debit transactions on this account per monthly statement cycle, three of which may be checks or similar order and payable to third parties. You are allowed unlimited withdrawals by ATM, mail, messenger, in person or when such withdrawals are made by telephone payable to you.
- Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).
- Interest is credited and compounded on a monthly basis.
- The interest rate is determined on a daily balance for your USAA Savings Account.
- The interest accrued is determined as of Account Holder statement cycle.
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the collected balance in the account each day.

USAA FIRST START SAVINGS ACCOUNT

- This account is available to anyone under the age of 18. Minors under the age of 18 will require an adult participant.
- Upon the minor obtaining the age of 18 years, the Account will automatically be converted to a USAA Savings Account.
- At our discretion, your interest rate and annual percentage yield may change daily.
- The interest rate is determined on a daily balance for your First Start Savings account.
- You may make six debit transactions on this account per monthly statement cycle, three of which may be checks or similar order and payable to third parties. You are allowed unlimited withdrawals by ATM, mail, messenger, in person or when such withdrawals are made by telephone payable to you.
- Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).
- Interest is credited and compounded on a monthly basis.
- The interest accrued is determined as of Account Holder statement cycle.
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the collected balance in the account each day.

USAA PERFORMANCE FIRST INDEX ACCOUNT

- We may change the interest rate and annual percentage yield on your account every week.
- You may make six debit transactions on this account per monthly statement cycle, three of which may be checks or similar order and payable to third parties. You are allowed unlimited withdrawals by ATM, mail, messenger, in person or when such withdrawals are made by telephone payable to you.
- Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

- Interest is credited and compounded on a monthly basis.
- The interest rate on your account is based on the Money Fund Report™ Averages – All Taxable 7-Day Simple Yield, a service of iMoneyNet, Inc. This can be found in the money page of the Wall Street Journal. See “USAA Federal Savings Bank Deposit Rates” for rate changes.
- USAA Federal Savings Bank reserves the right to substitute an alternate index in the event the Money Fund Report is not available.
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the collected balance in the account each day.

IRA MONEY MARKET ACCOUNT

- At our discretion, your interest rate and annual percentage yield may change daily.
- Interest begins to accrue on the business day your deposits are received.
- Interest is credited and compounded on a monthly basis.
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- These disclosures are in addition to the disclosures presented in the Bank’s IRA Handbook.

CERTIFICATES OF DEPOSIT (INCLUDES IRA CDS)

- Interest begins to accrue on the business day your deposits are received.
- Interest is calculated on a monthly basis. Interest earned may be credited and compounded on a monthly basis or be paid monthly, quarterly, annually or at maturity on accounts with a term of one year or less. For certificates with a term greater than one year, interest may only be paid monthly, quarterly, or annually.
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- For fixed-rate certificates, the interest rate for your account will be paid until the maturity date of your certificate. The interest rate for variable-rate certificates may fluctuate during the term of the certificate.
- This account will automatically renew at maturity. You will have 10 calendar days from the maturity date to withdraw your funds without being charged a penalty.
- For fixed-rate certificates, after the account is opened, deposits into or withdrawals from this account are subject to the terms as described in the Bank’s Certificate of Deposit Disclosures or IRA Handbook.
- These disclosures are in addition to the disclosures presented in the Bank’s IRA Handbook and Certificate of Deposit Disclosures.

CERTIFICATE OF DEPOSIT DISCLOSURES

USAA Federal Savings Bank (the “Bank”) offers a variety of Certificates of Deposit with a selection of maturity schedules and interest rates. You will receive a deposit receipt rather than an actual certificate.

FIXED-RATE CERTIFICATE ACCOUNTS:

Fixed-Rate Certificate Accounts: Fixed-Rate Certificates require an initial deposit and minimum balance. See rate sheet for initial deposit, minimum balance and other terms. After the Account is opened, additional deposits may not be made until the maturity date. The interest rate is fixed at the time of opening the certificate and will appear on your deposit receipt along with the annual percentage yield. Interest on a Fixed-Rate Certificate is calculated on the daily balance and may be credited and compounded on a monthly basis or be paid monthly, quarterly, annually, or at maturity on accounts with a term of one year or less. For certificates with a term greater than one year, interest may be paid monthly, quarterly, or annually, but must be paid at least annually.

Jumbo Certificate Accounts: Fixed-Rate Jumbo Certificates are available. An initial deposit and minimum balance is required.

Super Jumbo Certificate Accounts: Fixed-Rate Super Jumbo Certificates are available. An initial deposit and minimum balance is required.

Adjustable-Rate Certificate Accounts: Adjustable-Rate Certificates require an initial deposit and minimum balance. See rate sheet for initial deposit, minimum balance and other terms. The interest rate is fixed at the time of opening the certificate and will appear on your deposit receipt along with the annual percentage yield. The interest rate may be adjusted one time during the term of the certificate at Account Holder's request. The adjusted rate will be equal to the current rate for the same term product with a maximum increase over the original rate as disclosed on the current rate sheet. Interest on an Adjustable-Rate Certificate is calculated on the daily balance and may be credited, compounded and paid monthly, quarterly, or annually, but must be paid at least annually. After the account is opened, one additional deposit may be made at the time of the rate increase request without extending the maturity date of the account or any portion of the account.

Jumbo Certificate Accounts: Adjustable-Rate Jumbo Certificates are available. An initial deposit and minimum balance is required.

Super Jumbo Certificate Accounts: Adjustable-Rate Super Jumbo Certificates are available. An initial deposit and minimum balance is required.

VARIABLE-RATE CERTIFICATE ACCOUNTS:

Variable-Rate Certificate Accounts: Variable-Rate Certificates require an initial deposit and minimum balance. See rate sheet for initial deposit, minimum balance and other terms. Additional deposits are permitted to the balance of the account in any amount without extending the maturity date of the account or any portion of the account. At the Bank's discretion, the interest rate and annual percentage yield will be subject to change after the opening date. Interest on a Variable-Rate Certificate is calculated on the daily balance and may be credited and compounded on a monthly basis or be paid monthly, quarterly, annually, or

at maturity on accounts with a term of one year or less. For certificates with a term greater than one year, interest may be paid monthly, quarterly, or annually, but must be paid at least annually.

INFORMATION APPLICABLE TO ALL CERTIFICATES OF DEPOSIT

Renewals: Your certificate shall be automatically renewed at the conclusion of each term at the interest rate and annual percentage yield offered on the maturity date for accounts of similar balance and terms, unless you notify us prior to the automatic renewal. You will have ten calendar days after the maturity date to withdraw funds without penalty. The Bank reserves the right not to renew the account in which case written notice will be sent to you prior to maturity.

Annual Percentage Yield: Call RateLine at 1-800-531-7283, or 498-7283 in San Antonio, for the current annual percentage yields on our certificates. The annual percentage yield assumes the interest earned remains on deposit until maturity. A withdrawal will reduce your earnings. Interest begins to accrue on the business day your deposits are received.

Account Fees: There are no monthly service charges associated with the Bank's certificates. See the Bank's Service Fee Schedule for other fees that could affect your account.

Penalty for Early Withdrawal: Your certificate account has a maturity date. Except as mentioned below, you cannot withdraw any principal from this account before the maturity date without our consent, and we will charge a penalty for early withdrawal. We can only consent to an early withdrawal at the time you request it. If we consent, the penalty for early withdrawal will be an amount equal to:

- a) Three hundred sixty five (365) days interest on the amount withdrawn on certificates of deposit with terms of seven years or more.
- b) One hundred eighty (180) days interest on the amount withdrawn on certificates of deposit with terms greater than one year to less than seven years.
- c) Ninety (90) days interest on the amount withdrawn on certificates of deposit with terms of one year or less.
- d) Thirty (30) days interest on the amount withdrawn on certificates of deposit with terms of thirty (30) days or less.

EXCEPTIONS:

- 1) At its discretion, Bank may consider a request for early withdrawal without penalty if any account owner dies or becomes incompetent.
- 2) At its discretion, Bank may consider a withdrawal request if the certificate is an Individual Retirement Account and the request is made within seven days of establishing the account. The penalty in such cases will be all interest earned on the amount withdrawn.
- 3) At its discretion, Bank may consider a request for early withdrawal without penalty if this is an Individual Retirement Account and you are at least 70 1/2 years of age or are disabled at the time of the request.

The penalty will be deducted from the account balance. Any withdrawal which results in a balance below the minimum for

Certificates of Deposit may be taken as a request to close the account, and the early withdrawal penalty will be calculated on the full balance. For Fixed-Rate Certificates of Deposit and Adjustable-Rate Certificates of Deposit, we will use the interest rate in effect to calculate the amount of the applicable penalty. For Variable-Rate Certificate accounts, which earn rates that may vary during the term, we will calculate the amount of the penalty by using the average of the interest rates paid on the account from the date of deposit (or last renewal) to the date of withdrawal (weighted for time).

Assignment and Transfer: Your certificate is neither negotiable nor transferable except on the books of USAA Federal Savings Bank.

Please refer to the "USAA Federal Savings Bank Deposit Rates" for additional Truth in Savings Disclosures. For the current annual percentage yields on the Bank's deposit accounts, call 1-800-531-7283 or 498-7283 in San Antonio, or visit our website at usaa.com. See the Bank's Service Fee Schedule for fees that may affect your account.

If Account Holder(s) has the USAA Debit MasterCard®, USAA ATM Card, electronic funds transfers or Overdraft Protection, the following agreements may apply to Account Holder(s):

USAA DEBIT MASTERCARD AND USAA ATM CARD AGREEMENT

AGREEMENT AND DISCLOSURE

This Agreement, including the Bank's Depository Agreement, states the terms under which a USAA Debit MasterCard or USAA ATM Card ("Card") may be used to obtain electronic funds transfer services ("EFT Services") offered by USAA Federal Savings Bank. "Bank," "we" or "us" means USAA Federal Savings Bank. EFT Services include automated teller machine ("ATM") and point of sale ("POS") transactions. A Card will be issued to you upon approval of your application. You must sign the Card before using it. By receiving and using a Card issued by Bank, you agree with Bank that electronic fund transactions ("Transactions") initiated with your Card are subject to the following terms:

1. Transactions. Your Card may be used to access your checking and/or savings account as indicated by you on your application or by subsequent written request. Provided funds are available, you may use your Card to perform the following:

a. At an ATM you may:

- make withdrawals
- make transfers
- ascertain balance information
- make deposits, only at USAA-Bank-owned ATMs

Your Card can be used at ATMs in the United States. However, when your Card is used at an ATM located outside the United States, access to your savings account may not be available.

b. Purchase goods and services at any merchant displaying the "MasterCard" logo, if your card is a USAA Debit MasterCard.

c. Make withdrawals from your Bank checking account at any bank that honors "MasterCard" when you use your USAA Debit MasterCard.

2. **Fees.** Charges for withdrawals are set by Bank and are currently:
- Free at USAA-Bank-owned ATMs
 - Free for POS Transactions
 - Bank will allow each account up to 10 ATM withdrawals per statement cycle at no charge (subject to possible service charges by the owner of the ATM). Each additional withdrawal will be charged a fee of \$1 per transaction.
 - No annual fee for USAA ATM Card or USAA Debit MasterCard.
 - MasterCard and Visa charge us 1% of the amount of any transaction made on your Account in a country outside the United States of America. We pass this fee onto your Account as a Currency Conversion Charge.

These fees may be changed from time to time at the discretion of the Bank. You may be charged additional fees by third parties, such as:

- Financial institutions, for cash advances
- ATM owners, for ATM Transactions
- Merchants, for POS Transactions

3. **Daily Withdrawal/Purchasing Limit.** The following daily withdrawal/purchasing limits will apply:
- \$400 withdrawal limit per card at any ATM
 - \$2,000 purchase limit per card, if your card is a USAA Debit MasterCard or USAA ATM Card with a Bank checking account.
 - \$1,000 cash advance limit per card, if your card is a USAA Debit MasterCard.

To request a change to your daily withdrawal limit, you may contact USAA Federal Savings Bank by telephone during our normal business hours. You may request either a temporary or permanent change to your daily withdrawal limit, which is subject to approval. A request for a permanent change must be submitted in writing and may be faxed. Such modification shall be effective no later than 10 days following receipt by us, provided the request is approved. In no event will your daily withdrawal limit be less than \$50.

4. **Personal Identification Number.** As a means of identification and in order to protect the security of accounts accessible with your Card, your Card will require a personal identification number ("PIN"). Your PIN should not be disclosed to anyone. If the security of the PIN is compromised you should notify the Bank at once.
5. **Deposit Verification.** Deposits through the ATM are subject to verification and funds may not be immediately credited to or available in your account. Interest accrual on cash deposits may be subject to a further delay of up to one business day after verification. EFT deposits are subject to the Bank's Funds Availability Policy as contained in this Depository Agreement and Disclosures .
6. **Currency Conversion.** If your Card is a USAA Debit MasterCard and you effect a Transaction at a merchant that settles in a currency other than U.S. dollars, MasterCard International will

convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently the currency conversion rate used to determine the Transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the Transaction processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or posting date.

- 7. Documentation of EFT Services.** You shall receive the following documentation with respect to Transactions:
- a. At the time you make an EFT you shall obtain a receipt for the Transaction.
 - b. You will receive a monthly statement showing all debits and credits posted to your account that month.
 - c. For purchases and cash advances, the following will appear on your monthly account statement: 1) date and amount of Transaction; 2) merchant or bank name; and 3) where the Transaction took place.

- 8. Liability for Unauthorized Card used with PIN Transactions.** Tell us AT ONCE if you believe your Card and PIN have been lost or stolen. Telephoning is the best way of reducing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your Card with PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card and PIN and we can prove we could have stopped someone from using your Card with PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, 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.

The following conditions are excluded from the above coverage: (1) use of the Card for which you receive a benefit and (2) use of the Card by a person with actual, implied, or apparent authority.

- 9. Liability for Unauthorized Card used without PIN Transactions.** You will be liable for the amount of unauthorized Transactions made with your Card without use of a PIN as follows:

Your liability for unauthorized use of your Card will not exceed: (1) \$0 if: (a) you reported the loss or theft of your Card within a reasonable time of discovery of such loss or theft; (b) you exercised reasonable care in safeguarding your card from risk of loss or theft; (c) you have not reported two or more incidents of unauthorized use to the Bank in the immediately preceding twelve-month period; and (d) the account to which transactions initiated with your card were posted is in good

standing, or (2) the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to Bank if the conditions above have not been met.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, 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 on time.

The following conditions are excluded from the above coverage (1) use of the Card for which you receive a benefit and (2) use of the Card by a person with actual, implied, or apparent authority.

10. In case of errors or questions about your EFT Services, call or write us at the telephone number or address shown at the end of this Agreement as soon as you can, if you think your statement or receipt is wrong or if you need more information about a Transaction listed on the statement or receipt. We must hear from you no later than 60 days after we send you the first statement on which the problem or error appeared.

- a. Tell us your name and account number.
- b. Describe the error or the Transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. 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 an 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 credit your account. The signature of the Card Holder is required on this written complaint or question notification. With respect to Transactions resulting from merchant POS Transactions, Transactions initiated outside the United States, or new accounts, the applicable time periods for action are 10 business days (20 business days for new accounts) and 90 calendar days instead of 45 calendar days. 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.

11. Merchants' Disputes. If you use your Card, and a dispute with the merchant arises, you agree to make a good faith effort to settle the dispute with the merchant. Any unresolved dispute may be sent to us in writing for assistance in settlement. You cannot stop payment to merchants for Transactions

made through the use of your Card.

- 12. Liability for Failure to Make Transfers.** Subject to exceptions noted below, we will be liable for damages proximately caused by our failure to make a transfer to or from your account in accordance with the terms of the accounts and this Agreement. However, there are some exceptions. We will NOT be liable for damages if:
- a. through no fault of ours you do not have enough money in your account to make the transfer;
 - b. the transfer would cause you to exceed the credit limit on your overdraft line (direct access to your overdraft line is not available at POS transactions or as ATM withdrawals) or exceed your daily withdrawal limit;
 - c. the ATM where you are making the transfer does not have enough cash or travelers checks to complete the Transaction;
 - d. circumstances beyond our control (such as flood or fire) interfere with the Transaction;
 - e. the terminal was not working properly and you knew about the breakdown when you started the transfer;
 - f. your Card has been reported lost or stolen or (if applicable) by reason of excessive activity in your account or otherwise, we have a reasonable basis for acting to protect the security of your account;
 - g. information necessary for us to complete the Transaction is inaccurate or incomplete;
 - h. this Agreement has been terminated;
 - i. applicable law otherwise prevents completion of the transfer; or
 - j. there are unusual or extraordinary circumstances which would indicate improper or unlawful use of your account.
- 13. Business Days.** Business days are Monday through Friday with the exception of Bank holidays.
- 14. Disclosure of Account Information.** Information concerning your accounts and Transactions will not be disclosed to third parties except (a) when necessary to complete Transactions or to resolve errors involving Transactions, (b) to verify the existence and status of your accounts upon request of a third party such as a credit bureau or merchant, (c) to comply with a government agency or court order or with other legal processes, (d) in accordance with your written permission or (e) in accordance with the terms of the Depository Agreement.
- 15. Termination.** The Card shall remain the property of Bank and you agree upon demand to return the Card to Bank. At any time and without prior notice, Bank may revoke or cancel the Card and thereby terminate this Agreement and demand return of the Card to Bank. You may terminate this Agreement at any time by returning your Card to Bank. Termination, whether by you or by Bank, shall not affect prior Transactions or obligations existing at the time of termination.
- 16. Account Agreements.** Except as provided herein, all terms of account agreements, including credit card agreements, are applicable to Transactions to those accounts accessed by means of a Card. Any charges and/or minimum balance requirements applicable to maintaining or transacting business

in an account will be applicable when EFT Services are utilized. Account Holder acknowledges that the origination of ACH transactions to account must comply with the provisions of U.S. law.

17. Governing Law. This Agreement and all Transactions hereunder are subject to the laws of the State of Texas and the laws of the United States, including the rules and regulations of the Board of Governors of the Federal Reserve Board.

18. Regulatory Authority. If Bank violates any provision of this Agreement or applicable law, you may notify:

Office of Thrift Supervision

PO Box #619027

Dallas/Ft Worth, TX 75261-9027

19. Amendment. We may amend the terms of this Agreement by sending notice of the amendment to your last address as shown on the records of Bank. You will be given at least 21 days notice prior to the effective date of any amendment which results in an increased fee or charge, an increase in your liability, a reduction in services offered by Bank, or stricter limitations on Transaction or withdrawal rights.

ELECTRONIC FUNDS TRANSFER AGREEMENT

Agreement and Disclosure

TYPES OF TRANSFERS

We can accept certain direct deposits or automatic or on-demand transfers to your checking or savings account and make certain automatic or on-demand payments or transfers from your checking or savings account. Account Holder acknowledges that the origination of ACH transactions to account must comply with the provisions of U.S. law. There are daily limits on transferring of funds. Contact the Bank for further details.

DOCUMENTATION OF TRANSFERS

- a. Telephone confirmation: You may verify posting of your direct deposit, automatic or on-demand transfer, on the next business day after the deposit or transfer is scheduled to be made, by calling us at the telephone number shown at the end of this Agreement.
- b. Periodic statements: You will receive a monthly account statement documenting the date, amount and description of each transfer.
- c. Internet: You may verify your transactions at **usaa.com**.

STOP PAYMENT PROCEDURE AND NOTICE OF VARYING AMOUNTS

- a. *Right to stop payment and the procedure for doing so:* If you have automatic recurring payments taken out of your account, you can stop any of these payments by calling or writing to us at the number or address shown at the end of this Agreement. Any written material regarding stop payments should be sent to the attention of our Electronic Funds Transfer Services Department. You must call or write in time for us to receive your request at least three business days before the payment

is scheduled to be made. If you call, we require that you put your request in writing and deliver it within 14 days after your call.

- b. *Notice of varying amounts:* If these regular payments vary in amount, the Bank or person you are going to pay will tell you, 10 days before each payment, when the payment will be made and how much it will be.
- c. *Liability for failure to stop payment of preauthorized transfer:* If you order us to stop a payment at least three business days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We may disclose information to third parties about your account:

- a. where it is necessary for completing transfers, or
- b. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- c. in order to comply with government agency or court orders, or
- d. if you have given your written permission.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC DEPOSITS OR PREAUTHORIZED WITHDRAWALS

Call or write us at the telephone number or address shown at the end of this Agreement as soon as you can, if you think your statement or receipt is wrong or if you need more information about a Transaction listed on the statement or receipt. We must hear from you no later than 60 days after we send you the first statement on which the problem or error appeared.

- a. Tell us your name and account number.
- b. Describe the error or the Transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. 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 an 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 credit your account. The signature of the Card Holder is required on this written complaint or question notification. With respect to Transactions resulting from merchant POS Transactions, Transactions initiated outside the United States, or new accounts, the applicable time periods for action are 10 business days (20 business days for new accounts) and 90 calendar days instead of 45 calendar days.

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.

DEFINITION OF BUSINESS DAY

For the purpose of transaction posting, our business days are Monday through Friday, except for Bank holidays.

THE BANK'S LIABILITY

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance,

- a. if, through no fault of ours, you do not have enough money in your account to make the transfer;
- b. if the transfer would exceed the credit limit on your overdraft line (if any);
- c. if circumstances beyond our control (such as equipment malfunction, fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- d. for returns due to inaccurate information provided by you.

There may be additional exceptions stated in other agreements you have made with us.

THE CUSTOMER'S LIABILITY

Tell us AT ONCE if you believe your statement shows transfers that you did not make. If you fail to notify us within 60 days of our mailing you a periodic statement on which an unauthorized transfer appears, you will be liable for (a) the lesser of \$50 or the amount of the unauthorized transfers appearing on the statement or occurring within the 60 days and (b) the amount of unauthorized transfers which occur after the close of the 60 days but before you notify us and which we establish would not have occurred had you notified us within the 60 days.

UNAUTHORIZED TRANSFERS

If you believe that someone has transferred or may transfer money from your account without your permission, call or write us at the phone number or address shown at the end of this Agreement.

RETURN OF DIRECT DEPOSITS

If Bank is required to reimburse the Federal Government for all or any portion of any benefit payments deposited into your account through a direct deposit plan for any reason, you agree that Bank may, without prior notice to you, deduct the amount returned to the Federal Government from your account or from any other account you have with Bank, unless the deduction is prohibited by law. This right is in addition to any other rights Bank has under this Agreement, including its right of setoff and its security interest in your account.

OVERDRAFT PROTECTION AGREEMENT

The Account Holder, whether one or more, requests and directs USAA FEDERAL SAVINGS BANK (the "Bank") to honor, subject to the provisions of this Overdraft Protection Agreement, any items drawn by any one of the persons authorized to write checks on the Bank Account ("protected account") designated for Overdraft Protection on the Bank's records. If there are insufficient funds in the protected account when an item is presented for payment (except when presented in person or as an electronic funds transfer), Account Holder authorizes and directs the Bank to charge the MasterCard/Visa®, USAA Bank CreditLine, USAA Bank checking or USAA Bank savings account ("protecting account") designated on the Bank's records for a cash advance or transfer in an amount sufficient to permit the Bank to honor the item(s) presented for payment.

Account Holder(s) understands and agrees that:

1. the Bank shall charge the MasterCard/Visa or USAA Bank CreditLine account in increments of \$100. The Bank shall transfer the exact overdraft amount from a Bank checking or savings account to the protected account. If the transfer is being made from a savings account it will be limited to the six debit transactions per month limitation prescribed by federal regulation;
2. the Bank shall not be obligated to charge the MasterCard/Visa or USAA Bank CreditLine account for a cash advance if such cash advance is disapproved by the credit account issuer for any reason, nor shall the Bank be obligated to debit the protecting checking or savings account if it has an insufficient balance;
3. in the event a cash advance from the MasterCard/Visa or USAA Bank CreditLine account is refused, for any reason, or the protecting checking or savings account has an insufficient available balance, for any reason, to cover the overdraft amount, the Bank may return any item drawn on the protected account with the notation "insufficient funds." The Account Holder shall be liable for any amount overdrawn and all related charges in accordance with the provisions of the Bank's Depository Agreement;
4. the Bank shall have the right to charge the MasterCard/Visa or USAA Bank CreditLine account for cash advances in excess of Account Holder's credit limit to permit payment of any item, but the Bank shall have no obligation to do so;
5. if the protected account(s) is a joint account(s), all obligations of the Account Holders are joint and several.

This Agreement shall terminate: (A) upon three (3) business days written notice given by any one Account Holder to the Bank, at its main offices, or by the Bank to any one Account Holder at the address shown on the Bank's records; (B) without notice, if the protecting account expires or is closed. This Agreement may be amended or modified by the Bank upon three (3) days notice to any one Account Holder at the address shown on the Bank's records.

USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, Texas 78288-0544
TouchLine (800) 531-2265
In San Antonio 456-8000
RateLine (800) 531-7283
In San Antonio 498-7283
Customer Service (800) 832-3724
In San Antonio 456-8040
usaa.com



FDIC
INSURED

USAA Web BillPay® Terms and Conditions

These are the legal terms and conditions for using USAA Web BillPay.

SERVICE DEFINITIONS

- "Service" means the Bill Payment Service offered by USAA Federal Savings Bank, also known as USAA Web BillPay.
- "Agreement" means these Terms and Conditions of the bill payment service.
- "Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- "Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).
- "Payment Account" is the checking account from which bill payments will be debited.
- "Billing Account" is the checking account from which all Service fees will be automatically debited.
- "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.
- "Scheduled Payment Date" is the day you want your Payee to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- "Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.
- "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.
- "E-Bill" is an electronic version of a paper bill you receive each month from participating payees. E-bills are available online in different formats which are determined by each individual payee.

BILL PAYMENT SCHEDULING

You are responsible for having sufficient funds in the Payment Account at the beginning of the payment processing period. Transactions begin processing four (4) Business Days prior to your Scheduled Payment Date. Therefore, the application will not permit you to select a Scheduled Payment Date less than four (4) Business Days from the current date. When scheduling payments you must select a Scheduled Payment Date that is no

later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

FOR ASSET MANAGEMENT ACCOUNT OWNERS

If you enter a Web BillPay transaction for an amount that exceeds your Asset Management Account cash balance, you may be creating a margin debit balance. For additional information regarding the risks associated with a margin account including the possibility of the firm forcing the sale of securities in your investment account please refer to the USAA Margin Disclosure Statement. (This paragraph does not apply to Cash Asset Management Accounts.)

THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Bill Payment Scheduling" in this Agreement.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the Post Office or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
- Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges up to a maximum of \$50.00.

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a paper payment.

PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within ten (10) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

PROHIBITED PAYMENTS

Payments to Payees outside of the United States or its territories are prohibited through the Service.

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- **Information provided to the Payee**

The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

- **Activation**

Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

- **Notification**

The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

- **Cancellation of electronic bill notification**

The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

- **Non-Delivery of electronic bill(s)**

You agree to hold the Service harmless should the Payee fail to deliver your statement(s). Requests for replacement E-Bills, such as not received or previously delivered, need to be made directly with the payee. Should you fail to receive paper or electronic statement(s) you are still responsible for ensuring timely payment of all bills.

- **Accuracy and dispute of electronic bill**

The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify E-Commerce Customer Service at once by calling 1-877-820-8320 (456-8618 in San Antonio), Monday - Friday, 7:30 AM - 10 PM CT, Saturday, 8 AM - 6 PM CT, Sunday, 1 PM - 6 PM CT.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 1-877-820-8320 (456-8618 in San Antonio), Monday - Friday, 7:30 AM - 10 PM CT, Saturday, 8 AM - 6 PM CT, Sunday, 1 PM - 6 PM CT;
2. Contact us by using the application's e-messaging feature; and/or,

3. Write us at:

USAA Federal Savings Bank
Attn: Electronic Commerce Banking
10750 McDermott Freeway
San Antonio, TX 78288-0544

- If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:
- Tell us your name and USAA Number;
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. We will tell you the results within three business days after completing our investigation. If it is determined there was no error, we will mail you a written explanation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

SERVICE FEES AND ADDITIONAL CHARGES

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

- You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
- For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- You will reimburse the Service for any insufficient fund fee(s) imposed by their third party processing companies as a result of the return;
- You will be responsible for any fees imposed by your Payee as a result of the return;
- You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and
- The Service is authorized to report the facts concerning the return to any credit reporting agency.

ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your Personal Profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting E-Commerce Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may contact E-Commerce Customer Service via one of the following:

Telephone us at 1-877-820-8320 (456-8618 in San Antonio),
Monday - Friday, 7:30 AM - 10 PM CT,
Saturday, 8 AM - 6 PM CT
Sunday, 1 PM - 6 PM CT; and/or
Contact us by using the application's e-messaging feature; and/or

Write us at:

USAA Federal Savings Bank
Attn: Electronic Commerce Banking
10750 McDermott Freeway
San Antonio, TX 78288-0544

The Service will complete any payment(s) the Service has already processed before the requested cancellation date. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

PAYEE LIMITATION

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

RETURNED PAYMENTS

In using the Service, you understand that Payees and/or the United States Post Office may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

USAA Federal Savings Bank reserves the right to make use of third party vendors to provide USAA Web BillPay.

47666-0704

USAA FEDERAL SAVINGS BANK

Service Fee Schedule

Effective June 2, 2004

ATM (Automated Teller Machine) Service Fee

No fee at USAA Bank ATMs. No charge for the first ten ATM withdrawals from non-USAA ATMs per monthly statement cycle; additional withdrawals are \$1 each. The owner of the ATM may charge additional fees known as surcharges. (ATM surcharge rebates are not available for the monthly statement cycle in which an account is closed.) You'll receive automatic refunds up to \$15 for ATM surcharges incurred per account, per statement cycle. Receive .5% rebate of total purchases made with the USAA Debit MasterCard® when you choose the "credit" key at purchase. Account features and pricing are subject to change.

USAA Check and Cash Card Transactions

No charge at merchant locations

Non-Sufficient Funds (NSF) Fee \$ 25.00

No fee if you use Overdraft Protection

Excessive Savings Transactions per transaction.....\$ 5.00 (See reverse side for details)

Collection Fee

NSF checks drawn on another institution \$15.00

Foreign items \$20.00

Check Chargeback Fee \$ 5.00

Third Party NSF Check deposited into account

Stop-Pay Fee \$ 25.00

ACH & Check

Official Check Fee \$2.00

Money Order Fee \$1.00

Research Fee per hour \$ 15.00

One hour minimum

Statement Copy \$ 5.00

Photocopy Fee per item \$ 1.00

Traveler's Check Fee

One Signature 1% of total purchase

Dual Signature 1.5% of total purchase

Gift Check \$2.50

Federal Express Fee \$ 7.00

Outgoing Wire Transfer Fee*

Domestic \$ 12.00

International \$ 35.00

*No fee for incoming wire transfers.

Copy of Checks Returned with Statements

No fee

Savings Accounts That Pay You Back

At USAA Federal Savings Bank, you have a choice of savings accounts with no monthly service fees, ten free non-USAA ATM withdrawals per month, and automatic refunds for fees other banks charge for using their ATMs. (See reverse side for details.)

USAA Savings

Earn higher rates as your balance increases with the USAA Savings Account or the USAA Performance First Index Account. With both accounts you'll enjoy unlimited debits:

- USAA loan payments
- ATM withdrawals
- Teller withdrawals (walk-in or drive-through)
- Telephone requests for check payable to member

USAA Federal Savings Bank is required by Regulation D from the Federal Reserve Bank to monitor the number of transactions on a savings account and take action when excessive transactions occur. The bank could be fined if action is not taken. Due to this requirement, there is a limit of six (6) debit transactions per month for the following transactions (three of which can be a combination of checks or debit card purchases):

- Checks (issued by customer) or debit/ATM card purchases
- Telephone transfers
- Internet transfers
- Wire transfers
- Credit card payments
- Investment Management Company transfers
- Property and Casualty Insurance payments
- ACH (Automated Clearing House) debits
- Preauthorized or automatic funds transfer (internal or external)
- Overdraft Advance Transfer Out (OD from savings)

The first time more than 6 transactions per month are reported, the Account Holder will be notified. The second occurrence, of more than 6 transactions per month, in a 12 month period, will result in an additional notice as well as a \$5 fee per transaction over the first 6 for that month. After the third occasion in a 12-month period, the Account Holder will be notified, the account will be charged a \$5 fee per transaction over the first 6 for that month, and the account will be converted into a checking account.

FDIC
INSURED

USAA Federal Savings Bank
1-800-832-3724
(210) 456-8040



80347-0904



We know what it means to serve.®

INSURANCE • BANKING • INVESTMENTS • MEMBER SERVICES