

## CONSUMER DEPOSIT ACCOUNT AGREEMENT

**IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION ("ARBITRATION" SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. The section below titled "Class Action Waiver" contains a binding class action waiver. Please read both sections carefully, as they affect your legal rights.**

*This document is effective as of November 22nd, 2022.*

### CUSTOMER SERVICE CONTACT INFORMATION.

**MAILING ADDRESS:** 8320 Ward Parkway, Kansas City, MO 64114

**PHONE NUMBER:** (866) 931-0850

**WEBSITE:** [www.nbk.com](http://www.nbk.com)

### INTRODUCTION.

In this Deposit Account Agreement and Disclosure, each and all of the depositors are referred to as "you" and "your." The Bank, nbkc bank, is referred to as "Bank," "we," "our," and "us." This Deposit Account Agreement contains the terms and conditions governing certain of your deposit accounts with us. As used in this document, the term "Agreement" means this document, the signature card, a rate and fee schedule ("Rate and Fee Schedule"), Truth in Savings disclosures, a Funds Availability Policy Disclosure, and an Electronic Funds Transfer Agreement and Disclosure. Each of you signing the signature card, or opening the account electronically, acknowledges receipt of this Agreement and agrees to the terms set forth in the Agreement, as amended from time to time. You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.

**This Agreement applies to the following account types offered by the Bank:**

- **nbkc bank Everything Account (Checking)**
- **nbkc bank Personal Money Marketing Account**
- **nbkc bank Savings Goals Account ("Goals")**
- **Other account types as described in this document (i.e., Personal Trust Accounts, Health Savings Accounts, UTMA Minors)**

**ACCOUNT ELIGIBILITY.** Our Account(s) is available to consumers who are citizens or permanent residents of the fifty United States ("U.S.") and the District of Columbia who are at least 18 years of age, 19 in Alabama and Nebraska, and 21 in Mississippi and Puerto Rico with a valid Social Security number or Tax Identification Number.

**ACCOUNT PURPOSE.** Consumer (personal, family, household purpose).

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE YOUR DRIVER'S LICENSE OR OTHER IDENTIFYING DOCUMENTS. WE MAY USE INFORMATION FROM THIRD PARTIES TO HELP US DETERMINE IF WE SHOULD OPEN YOUR ACCOUNT.

**Authorization for the Social Security Administration to Disclose Your Social Security Number Verification.** You authorize the Social Security Administration (SSA) to verify and disclose to Bank, through Bank's third-party service providers, for the purpose of verifying your identity whether the name, Social Security Number (SSN) and date of birth that was submitted to Bank matches information in SSA records. Your consent is for a one-time validation within the next 90 days. By submitting your application for an Account, you are signing the consent for SSA to disclose your SSN Verification to Bank. You agree that your electronic signature has the same legal meaning, validity, and effect as your handwritten signature.

**ELECTRONIC DOCUMENTS.** You may elect to receive electronic documentation regarding your account rather than paper documents. This includes periodic account statements and disclosures provided by the Bank, and as updated from time to time. Your acceptance of electronic statements means; (i) you must keep the Bank supplied with your valid email address; and (ii) you must agree to accept electronic delivery of all account communications (such as end-of-year tax forms and electronic statements). Electronic communications may be posted on the pages within the Bank's website and/or delivered to your email address. You may print a paper copy of or download any electronic communication and retain it for your records. All communications in electronic format will be considered to be "in writing," and to have been received on the day of posting, whether or not you have received or retrieved the communication. Bank reserves the right to provide communications in paper format. Your consent to receive communications electronically is valid until you revoke your consent by notifying Bank of your decision to do so. You may withdraw your consent to the electronic communications at any time by contacting Bank at: Call us at: 866-931-0850; Write to us at: 8320 Ward Parkway, Kansas City, MO 64114

**COMMUNICATION.** By providing a phone number, cellular phone number or other wireless device telephone number, you are expressly consenting to receive communications at that number from the Bank and the Bank's agents. Such communications may include, but are not limited to, text messages, prerecorded or artificial voice message calls and/or calls made by an automatic telephone dialing system. This express consent applies regardless of the call purpose.

### TYPES OF ACCOUNTS COVERED BY THIS AGREEMENT.

**DEPOSIT ACCOUNTS, GENERALLY.** From time to time, we may offer or you may open a variety of deposit accounts. Each such account (the "Account") is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in this Agreement. If you open multiple Accounts, you may receive a Rate and Fee Schedule for each Account, but this Agreement will cover all your Accounts with us. Each of you will be jointly and severally liable to us for debit balances in the Account, including without limitation overdrafts and Account charges, and jointly and severally promise to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorneys' fees and costs and expenses of collection, including but not limited to those incurred at trial and on any appeal.

**CHECKING ACCOUNTS.** If your account is a checking account, the following terms may apply. If we offer NOW accounts, the account must consist solely of funds in which the entire beneficial interest is held by one or more individuals in an individual capacity, a sole proprietor, or a governmental unit, but not professional corporations or business partnerships.

**Checking Sub-Accounts.** If you have a checking account or NOW account, your account consists of a transaction sub-account and a savings sub-account. This structure will not affect your available balance, service charges, FDIC insurance, interest earnings, your statement or any other feature of your account. Funds not routinely needed to pay debits may be periodically transferred to the savings sub-account. A transfer

from the savings sub-account back to the transaction sub-account will fund items in excess of the balance in the transaction sub-account. The remainder of your balance will be maintained in the transaction sub-account. If interest is paid on your account balance, the interest calculation will be the same for both the savings sub-account and the transaction sub-account. If interest is not paid on your account balance, the savings sub-account will be non-interest bearing.

**SAVINGS ACCOUNTS.** If your account is an interest-bearing account and is not a NOW account or time deposit, the following terms may apply. **Transfers and Withdrawals.** There are no limits on the amount of transfers that can be made to or from the savings account.

**HEALTH SAVINGS ACCOUNTS.** A Health Savings Account (HSA) is a tax preferred account that you agree: a) you are eligible to open and maintain, b) to notify us when you are no longer eligible to maintain, c) will be used for contributions, withdrawals, and earnings for qualified medical expenses or as allowed by law, and d) you will execute and comply with the terms and conditions in the Health Savings Account Trust or Custodial Agreement. Consult your tax advisor about the tax treatment of contributions, withdrawals and earnings.

**TIME DEPOSITS.** If your Account is a time deposit, a separate account agreement was provided to you at the time you opened the account.

**TRUST ACCOUNTS.** A Formal Trust Account is an account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. Upon our request, the trustee(s) will supply to us a copy of any trust agreement or a Certification of Trust covering the account. To the extent permitted by law, we may require additional information and documentation. We may require the trustee(s) to provide additional certifications and documentation to support any change in the trust agreement or the opening of additional accounts by the trust. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). The trustee(s) and/or any person opening the Account, in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with the Account.

**UNIFORM TRANSFER TO MINORS.** If you have established the account as a custodian for a minor beneficiary under our state version of the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act, your rights and duties are governed by the Act. You will not be allowed to pledge the account as collateral for any loan to you. Deposits in the account will be held by us for the exclusive right and benefit of the minor. The custodian and/or any person opening the Account, in their individual capacity, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the Account.

**AGENCY ACCOUNT.** An Agency Account is an account to which funds may be deposited and withdrawals made by an Agent designated by the owner of the funds. An Agent has full authority with regard to the Account but does not have an ownership interest in the account. An Agency Account is revocable at any time by notifying us in writing. An Agency designation may be combined with one of the other forms of account ownership.

**INDIVIDUAL RETIREMENT ACCOUNTS (IRAs).** The Bank offers a variety of products for IRA, Roth IRA, and HSA plans. Please consult a professional tax specialist for IRS rules governing HSAs, and IRAs (including differences between Traditional IRA and Roth IRA tax treatment and potential IRS penalties on funds withdrawn from such plans).

**GOAL ACCOUNT.** The Goal Account ("Goal Account") consists of the interest-bearing online account used to hold your deposits from your linked existing deposit account with the Bank and to make limited transfers. The Goal Account does not have the same features as other deposit accounts or your existing account; for example, there is no debit card connected to the Goal Account, no direct bill payment service, person-to-person transfer service, mobile deposit, paper checks, external transfers or book transfers initiated directly to other Bank customers from the Goal Account. A Goal Account cannot be used for overdraft protection on any other deposit account(s) including, without limitation, your existing account; money will not be transferred automatically from your Goal Account to any deposit account(s) to cover a transaction, should there be insufficient funds in any of your other deposit account(s). Unless otherwise stated, contents of this Agreement apply to your Goal Account.

## **ACCOUNT OWNERSHIP.**

Based upon the type of account ownership that you have designated; the following terms and conditions apply.

**INDIVIDUAL ACCOUNTS.** An Individual Account is an account in the name of one depositor only. Only that person may write checks against the Account or withdraw money, regardless of who actually owns the funds.

**MULTIPLE-PARTY ACCOUNTS.** This section pertains to multiple party accounts:

**(A) Joint Account Ownership.** An account with two or more Account Holders is a joint account and joint Account Holders will be considered joint tenants with right of survivorship, unless otherwise required by applicable law and Bank is notified.

**(1) Joint Tenants With Right of Survivorship.** If your Account is a joint account with right of survivorship, upon the death of one of the joint Account Holders, that person's ownership interest in the Account will immediately pass to the other joint Account Holder(s).

**(2) Joint With No Right of Survivorship.** If your Account is a joint account with no right of survivorship (Joint as Tenants in Common), upon the death of one of the joint Account Holders, that person's proportionate ownership interest will pass to the estate of the deceased Account Holder.

Each joint Account Holder, without the consent of any other Account Holder, may, and hereby is authorized by every other joint Account Holder, to make any transaction permitted under the Agreement, including without limitation: to withdraw all or any part of the account funds; to pledge the account funds as collateral to us for any obligation, whether that of one or more Account Holders or of a third party; to endorse and deposit checks and other items payable to any joint Account Holder; to give stop payment orders on any check or item, whether drawn by that Account Holder or not; to consent to or revoke consent to payment of service charges on overdrafts that result from ATM transactions or one-time debit card transactions under the Standard Overdraft Policy; and, to close the account, with the disbursement of account proceeds as instructed by the joint Account Holder. Each joint Account Holder is authorized to act for the other Account Holder(s) and we may accept orders and instructions regarding the account from any joint Account Holder. If we believe there to be a dispute between joint Account Holders or we receive inconsistent instructions from the Account Holders, we may suspend or close the account, require a court order to act, and/or require that all joint Account Holders agree in writing to any transaction concerning the account.

Your obligations under the Agreement are joint and several. This means that each joint Account Holder is fully and personally obligated under the terms of the Agreement, including liability for overdrafts and debit balances as set forth in this Agreement, irrespective of which joint Account Holder benefited from the withdrawal. If you establish a joint account without the signature of the other joint Account Holder(s), you agree to hold us harmless for our reliance upon your designation of the other joint Account Holder(s) listed on our documents. Further, the Account is subject to the right of setoff as set forth in this Agreement.

**Totten Trust Account.** A Totten Trust Account is an informal trust account, reflected on our records, but without a written trust agreement, where the Account is owned by the trustee. The beneficiaries have no right to any funds in the Account during the trustee's lifetime. As the owner of the Account, the trustee may withdraw money from the Account and may, by written direction to us, change the beneficiary under the Account. When the trustee dies, the Account is owned by the named beneficiary or beneficiaries. If the Totten Trust Account is held by more than one trustee, the trustees will be subject to

the rules pertaining to joint account ownership in this Agreement. If there is no surviving beneficiary upon the death of the last trustee, state law will determine ownership of the funds in the Account.

**Payable on Death (P.O.D.).** A Payable on Death designation is for an account that is payable to the Account Holder during his or her lifetime. As the owner of the Account, you may withdraw money from the Account and may, by written direction to us, change the P.O.D. payee(s) under the Account. When the Account Holder dies, the Account is owned by the surviving P.O.D. payee(s). If there is more than one surviving P.O.D. payee, the Account shall be paid in equal shares to the surviving P.O.D. payee(s). If the P.O.D. Account is held by more than one person, it is owned as a multiple-party account with right of survivorship. If there is no surviving P.O.D. payee upon the death of the last owner, the funds will belong to the estate of the last Account Holder. **Registration in Beneficiary Form. A P.O.D.** The Bank may require an Account to complete a registered in beneficiary form allows the Account Holder to direct the funds in the P.O.D. Account to named beneficiary payee(s). Accounts will be governed by the laws of the State of Kansas regarding probate activities.

**Power of Attorney (P.O.A.).** Bank may, but is not required to, honor your orders and instructions to give another person authority to make transactions on your Account by giving power of attorney to another individual. The account owner and person executing power of attorney over a deposit account is known as the "Principal." The person granted Power of Attorney for the Principal is known as the "Agent." Bank may refuse to accept a power of attorney for reasonable cause, and Bank may require the Agent to sign an affidavit stating that the power of attorney presented to Bank is a true copy and that, to the best of the Agent's knowledge, the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. The Principal is responsible to provide Bank with any information if an affidavit presented to Bank is untrue or misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney. The Agent is required to notify Bank in writing if the Principal dies or is declared incompetent. The power of attorney will continue in force until (i) Bank receives written revocation from the Principal; (ii) Bank receives written notification of the Principal's death, or (iii) Bank receives written notification of the death or incapacity of the Agent. The Bank is not required to monitor any actions taken by your Agent.

## **INTEREST, BALANCE METHODS, AND FEES.**

**INTEREST.** This section contains information related to disclosures required under the Truth in Savings Act. If your Account earns interest, the following information applies:

**(A) Minimum Deposit to Open an Account.** There is no initial deposit required to open an Account.

**(B) Payment of Interest.** We will pay interest at the annual rate specified in the Rate and Fee Schedule, which does not reflect compounding ("Interest Rate").

**(C) Minimum Balance Requirements.** There are no minimum balance requirements to maintain an account, however if your account is negative, the Bank reserves the right to close the account without notice.

**(D) Interest Compounding and Crediting.** The interest on your account will be compounded daily and credited monthly. Compounding generally means that interest is being accrued on earned interest. The Daily Balance calculation uses the balance in the account as of 4:00pm Central Time each Business Day. Credits or Debits received after the cutoff time are not included in that day's Daily Balance. Interest may be compounded more frequently than interest is credited to your Account. If you fail to achieve at least one half of one cent of interest in the given month, the bank may not pay the interest earned in that month. **Initial Interest Rate.** The initial interest rate is the current annual rate of interest that we will pay on the specified balance in your Account. We may pay interest at different rates, depending on the amount deposited and the type of depositor (individual, business, non-profit organization, etc.).

**(E) Interest Accrual.** We may accrue interest on your Account more frequently than we pay or credit interest. The interest that has been calculated, but not paid to the Account, is called accrued unpaid interest.

**(F) Forfeit of Uncredited Interest.** If your Account is closed prior to the end of the statement cycle, any accrued interest earned, but not credited, for that cycle will be forfeited.

**(G) Interest Rate Changes.** We have the right to change the interest rate and/or APY at any time and at the Bank's discretion; we may, but are not required to, notify you of the rate change.

**BALANCE METHODS.** As used in this Agreement, the "average daily balance" method means "the application of a periodic rate to the average daily balance in the account for the period, determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period." The "daily balance" method means "the application of a daily periodic rate to the full amount of principal in the account each day."

**FEES AND CHARGES.** Subject to applicable law, you agree to pay us the fees and charges shown in the Rate and Fee Schedule as are applicable to your Account or for other services performed by us. You agree the fees and charges may be changed by us from time to time and authorize us to charge your account for their payment whether or not each charge results in an overdraft of your account. Existing and future charges may be based upon the overall costs of providing account services and may or may not be based upon the direct cost or expense associated with providing the particular service involved. The charges may be based on consideration of profit, competitive position, deterrence of misuse of account privileges by customers, and the safety and soundness of the financial institution. We will notify you of the changes, to the extent required by law. **ATM Fees.** When you use an ATM not owned by us, you may be charged a fee (surcharge) by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). MoneyPass® offers over 37,000 nationwide, surcharge-free ATMs. Find a MoneyPass® ATM near you at [moneypass.com/atm-locator](http://moneypass.com/atm-locator) or by downloading the MoneyPass® mobile app at [moneypass.com/mobile-apps](http://moneypass.com/mobile-apps). Refer to the Rate and Fee Schedule in this Agreement for complete ATM fee information.

## **DEPOSITS AND WITHDRAWALS.**

**DEPOSIT RULES.** The following terms apply to deposits made to your Account: **(A) Endorsements.** You authorize us to accept transfers, checks, and other items for deposit to your Account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All checks and other items deposited to your Account should be endorsed payable to the order of us for deposit only, followed by your signature and Account number. We may permit you to deposit an electronic image or other electronic information related to a paper check through a service we provide that allows you to use a device, such as a mobile phone, to create and send to us such electronic image or information electronically. Before capturing an electronic image or electronic information of a paper check, you must endorse the check payable to the order of us "for mobile deposit only", followed by your signature and Account number, or any alternative restrictive endorsement we may allow and communicate to you. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Endorsements should be in black ink. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. **(B) Final Payment.** All non-cash items (for example, checks) deposited to your Account are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any other fee we pay or incur. If an item to be charged back is lost in the process of collection or unavailable

for return, we may rely upon a photocopy of the item or upon any other generally accepted notification of return of the item, in charging you or any of your Accounts for the amount of the returned item. We reserve the right to refuse any item for deposit into your Account. **(C) Direct Deposits.** If we offer direct deposit services for automatic preauthorized deposits to your Account of Social Security payments or automatic transfers from your other accounts with us, you must notify us at least 30 days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. If any amount deposited must be returned to the government for any reason, you authorize us to deduct the amount from your Account as provided in the Final Payment paragraph. **(D) Crediting of Deposits.** The Funds Availability Policy Disclosure provided to you reflects our policies relating to the availability of deposited funds. **(E) Substitute Checks and Electronic Files Pertaining to Original Checks.** If you deposit a "substitute check" (as defined in Regulation CC § Section 229.2(aaa)) or a purported substitute check into your Account, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the item not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the substitute check resulting from the electronic representation not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us with an electronic image or electronic information related to a paper check for deposit into your Account, you agree to reimburse us for losses, costs, and expenses we may pay or incur associated with the electronic image or information not meeting applicable standards for such images and/or from duplicate payment associated with the check. **(F) Deposit Discrepancies.** When you make a deposit to your account, we will credit your account for the amount stated on your deposit slip and we may provide you with a deposit receipt. We reserve the right to review the deposit and confirm the amount of funds you deposited but are not required to do so. If after any review we determine that the amount credited to your account is incorrect, we may adjust your account for the amount of the discrepancy but reserve the right not to do so if the discrepancy would not be a disadvantage to you. This may be the case, for example, if the amount credited to your account was more than the amount actually deposited by you. Notwithstanding the foregoing, we are not required to adjust your account unless within one year of the date of your account statement that shows the deposit either you notify us of the discrepancy or we discover it on our own. If you do not notify us of the error or we do not discover it on our own during this notice period, the amount credited to the account will be considered final.

**WITHDRAWAL RULES.** The following terms apply to withdrawals from your Account: **(A) Manner of Withdrawal.** You may make withdrawals from your Account in any manner that is permitted by us for the type of Account that you have opened. Withdrawals by mail will be posted to your Account as of the day the transaction is processed by us. We may refuse to accept any check other than standard checks provided by us, or approved by us in advance. Withdrawals and transfers from your Account may be restricted as provided in the Agreement or by applicable law. **(B) Withdrawal Restrictions and Overdrafts.** We do not have to allow you to make a withdrawal from your Account if you do not have sufficient available funds in the Account to cover the full amount of the withdrawal. If there are available funds to cover some, but not all, of the withdrawals or other debits to your Account on a single business day, we will post the checks for which there are sufficient available funds in any order we may choose at our sole discretion. We may pay other withdrawals or debit items (such as charges) prior to paying any checks, and we may post those other withdrawals or debit items in any order we may choose at our sole discretion. If there are insufficient funds available in your Account to cover a withdrawal or debit presented against your Account, this is called an "overdraft". We will handle each overdraft in accordance with our Standard Overdraft Policy or in accordance with any other agreement you may have with us (such as an overdraft protection agreement). Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. When we determine whether payment of an item will create an overdraft, we may determine the balance of your account at any time between the time we receive the item and the deadline for us to take action on the item. We are not required to determine your account balance more than one (1) time during this period. **(C) Standard Overdraft Policy.** Unless we have agreed to a separate overdraft protection agreement with you, the following rules apply. We are not obligated to pay any overdraft. Subject to the special rules for transactions at an ATM and one-time debit card transactions, we may assess a service charge on any withdrawal created by check, in-person withdrawal, ATM withdrawal, or other electronic means that results in an overdraft, whether we pay the overdraft or not. If we pay the overdraft, you agree to deposit funds sufficient to cover the overdraft plus any service charge we impose. For consumer accounts, we may not impose a service charge in connection with an overdraft that results from a transaction at an ATM or a one-time debit card transaction unless you have given us your consent to pay service charges in connection with overdrafts that result from these transactions and we have sent written confirmation of that consent to you. You may revoke that consent at any time. **(D) Notice Requirements.** Federal regulations require us to retain the right to require you to give at least seven (7) days notice in writing prior to any intended withdrawal from a savings, negotiable order of withdrawal ("NOW"), or money market account. Although we usually pay withdrawals or checks without notice on these accounts, doing so does not mean that we give up this right. **(E) Post-Dated Items.** You agree that when you write a check, you will not date the check in the future. See PAPER CHECKS section in this agreement for more information on post-dated items. **(F) Stale Checks.** We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. **(G) Power of Attorney.** The person executing a power of attorney will be referred to as the Principal and the person acting for the principal as the Agent. We may refuse to comply with a power of attorney for reasonable cause, or until we receive an affidavit from the Agent stating that the Power of Attorney presented is a true copy and that, to the best of the Agent's knowledge, the Principal is alive and that the relevant powers of the Agent have not been altered or terminated. See additional section titled "Power of Attorney". **(H) Signatures.** You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to our customers. In light of this, you agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for the sight examination of items with a face amount below an amount specified by us from time to time. You authorize us to store and use Signature Card information in any reasonable form we deem necessary, including any digitized signature capture process. If you use a facsimile signature or other form of mechanically reproduced signature (such as, but not limited to, desktop publishing, digitized, or computer software generated signature), you agree you shall have the sole responsibility for maintaining security of the facsimile or mechanically reproduced signature and the device by which the facsimile or mechanically reproduced signature is affixed and you shall bear the entire risk for unauthorized use thereof whether or not you are negligent. You agree that no facsimile or mechanically reproduced signature we have been authorized to honor may be considered a forgery or an unauthorized signature, but that such facsimile or mechanically reproduced signature shall be effective as your signature or endorsement whether or not you have been negligent. You further agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorney's fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanically reproduced signature or the device by which it is affixed. If you use any form of facsimile or mechanically reproduced signature device, you agree to deliver a sample to us if we request it. **(I) Preauthorized Drafts.** If we are unable to enforce presentment and transfer warranties on remotely created checks under Regulation CC, then if you voluntarily give information about your Account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized by you. **(J) Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. The merchant or other payee uses the check information, along with the transaction amount, to initiate an ACH debit transaction. The transaction is electronically transferred through the ACH system and the funds will be debited directly from your account and deposited automatically into the merchant or payee's account. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. A description of the transaction will appear on your statement from us. Checks used in these types of transactions will not be returned with your statement. This type of electronic funds transfer from a consumer account is governed by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosure(s). **(K) Re-presented Checks.** If a merchant electronically re-presents a check returned due to insufficient or uncollected funds, that transaction is not covered by the Electronic Funds Transfer Act. See section titled Checks involved in this type of transaction will not be included with your statement. You may authorize a merchant to electronically collect a fee associated with the re-presentment of a check. If a merchant electronically collects a fee associated with the re-presentment of a check, the fee transaction is covered by the Electronic Funds Transfer Act and subject to the

Electronic Funds Transfer Agreement and Disclosures if the fee is debited as an electronic funds transfer from a consumer account. A description of the transaction will appear on your statement. **(L) Check Legends.** We may disregard information on any check or item other than the signature of the drawer, the identification of the drawee financial institution and payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as, "Void after 90 Days," "Paid in Full," "Two Signatures Required," "Void Over \$100" or similar statements. In accordance with reasonable banking standards, most checks and other items are processed through automated processing and, except in limited circumstances and in our discretion, most items are not individually examined.

## **ACCOUNT SERVICES AND FEATURES.**

The following account features and services may be offered on your Account(s):

**DEBIT CARD / ATM CARD / ACCESS DEVICE.** You may use the Card and PIN issued to you to pay for purchases from merchants who have agreed to accept the Card at Point of Sale (POS) terminals within the networks identified on your Card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the Card to pay for purchases from merchants that accept the POS Debit Card with a MasterCard symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your Card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form. At present you may use your Card to (some of these services may not be available at all ATMs):

- Deposit funds to your checking account.
- Withdraw cash from your checking account.
- Deposit funds to your savings account.
- Withdraw cash from your savings account.
- Transfer funds between your checking and savings accounts.
- Obtain balance information on your deposit accounts.

**Limitation on Amount of Transactions.** Depending on transaction activity and other factors, we may adjust POS/ATM limits on your Debit Card, ATM Card, or Access Device; these limits may change at any time and without notice. To complete a transaction, there must be sufficient funds in your account. Default limits, unless otherwise changed by Bank, allow you to withdraw up to a maximum of \$1,010.00 per calendar day in cash from an ATM. You may withdraw up to a maximum of \$2,020.00 per any three consecutive calendar day period in cash from an ATM. You may purchase up to a maximum of \$2,500.00 worth of goods and services per calendar day, exclusive of ATM withdrawals, using your Debit Card.

**Personal Identification Number (PIN).** The Card PIN, POS PIN or Audio Response PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your Card PIN, POS PIN or Audio Response PIN available to anyone not authorized to sign or transact on your accounts. Contact Customer Service IMMEDIATELY if you believe: (a) the Card has been lost or stolen, (b) someone has gained unauthorized access to any access information for your Deposit Account, or (c) someone has transferred or may transfer funds from the Card without your permission.

**DEBIT CARD ATM FEES.** When you use an ATM, you may be charged a fee by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). Refer to the Rate and Fee Schedule for complete ATM Fee information charge by Bank.

**Health Savings Account Debit Card.** You may use the Card and PIN issued to you to pay for purchases from merchants who have agreed to accept the Card at Point of Sale (POS) terminals within the networks identified on your Card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. Your Primary Account number and information may be obtained from the POS Request Form. **Limitations on Frequency and Amount.** You are responsible for ensuring that all purchases meet the IRS guidelines for withdrawals on a Health Savings Account. Withdrawals are limited by regulations regarding Health Savings Account products and services and although this bank as Custodian is not required to monitor these withdrawals, we have restricted the use of this Health Savings Debit Card to pharmacies, doctors, hospitals or entities where medical purchases and services may be obtained. Withdrawals shall be subject to applicable tax and other laws and regulations, including possible early withdrawal penalties, surrender charges and withholding requirements. You may purchase up to a maximum of \$2,500.00 worth of goods and services per day. Deposits and withdrawals from ATM terminals are not allowed.

**ATM DEPOSITS.** You may deposit cash and/or checks at nbkc-owned ATMs, however the bank may restrict access or limit the amount or type of deposits (cash and/or check) that you are allowed to make at an nbkc-owned ATM. If enabled for your account, you may make cash and/or check deposits at an ATM in the MoneyPass network that accepts deposits. The bank may restrict access or limit the amount or type of deposits (cash and/or check) that you are allowed to make at an ATM in the MoneyPass network. Limitations may also be placed on ATM deposits by the ATM operator/owner and these limitations are not within the control of the Bank. Funds availability for ATM deposits are outlined in the Funds Availability Policy.

**FOREIGN TRANSACTIONS AND FEES.** Purchases and cash advances made in foreign countries and/or foreign currencies will be billed to you in U.S. Dollars. The exchange rate to dollars will be determined in accordance with the operating regulations established by MasterCard International from time to time. As of the date these disclosures were published, those regulations establish the conversion rate as either the rate selected by MasterCard from the range of rates available in wholesale currency markets (this may vary from the rate MasterCard itself receives) or the government-mandated rate in effect for the applicable central 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 statement posting date. Refer to the Rate and Fee Schedule in this Agreement for complete fee information charged on Foreign Transactions using the Card.

**ONLINE BANKING.** Online Banking allows you access to retrieve information about your Account(s) and perform certain financial transactions, as we make available to you from time to time. There may be limits on the amount or number of transfer you may make at any one time or on any given day. Transfers from your savings and money market Accounts are subject to the limitations that are disclosed in this Agreement. Online access for some account types, such as Individual Retirement Accounts, Certificate of Deposits, and Trust Accounts may be limited in availability or access to features. To participate in online banking, you will be required to agree to the terms and conditions set forth in the in the Online Banking Agreement and Disclosures ("Online Banking Agreement"). In the event of a conflict between the provisions of the Online Banking Agreement and this Agreement, the provisions of the Online Banking Agreement shall control. Visit [www.nbkc.com](http://www.nbkc.com) for more information.

**MOBILE BANKING.** Mobile Banking allows you access to retrieve information about your Account(s) and perform certain financial transactions, as we make available to you from time to time, from your mobile phone device. There may be limits on the amount or number of transfer you may make at any one time or on any given day. Transfers from your savings and money market Accounts are subject to the limitations that are disclosed in this Agreement. Mobile Banking access for some accounts types, such as Individual Retirement Accounts, Certificate of Deposits, and Trust Accounts may be limited in

availability or access to features. To participate in mobile banking, you will be required to agree to the terms and conditions set forth in the Mobile Banking Services Terms and Conditions ("Mobile Banking Agreement"). In the event of a conflict between the provisions of the Mobile Banking Agreement and this Agreement, the provisions of the Mobile Banking Agreement shall control. Visit [www.nbkcc.com](http://www.nbkcc.com) for more information.

**BILL PAYMENT.** The Bank may enable you access to the bill payments check feature (the "Bill Pay Checks") through the Mobile App or Website which allows you to authorize the Bank to make bill payments on your behalf to third parties. The Bank may limit access to this feature from time-to-time. To initiate a bill payment using the Bill Pay Checks, you must provide the name and mailing address of each individual or company you wish to pay. Once a payment is authorized, the payment amount may be immediately deducted from your Account balance or may not be deducted until the check is presented by the third party. Payments made using the Bill Pay service will be sent via a method established by the bank's third-party provider, such as ACH (electronic transfer) or a paper check sent to the payee using standard U.S. Postal Service mail. Please allow three to nine (3-9) business days for delivery of the payments. Payments can only be sent to addresses located within the fifty (50) states of the U.S. Check payments are processed daily by 3:00 pm Central Time. Bill Pay payments initiated after this time will be processed the next business day. Bank reserves the right to refuse to process payments to any individual or company. If you enroll in the Bill Pay service, additional terms and conditions may apply which will be presented to you either at first enrollment or at the time of each individual payment request.

**PAPER CHECKS.** You may order and utilize paper checks ("Checks") with your Account to withdraw funds or as a payment method. You are responsible for verifying the accuracy of all information shown on your Checks. Bank is not liable for losses resulting from incorrectly printed Checks. You agree not to issue Checks with features or marks that obscure, alter or impair information on the front or back of a Check or that otherwise prevents Bank or another bank from capturing such information during automated check processing. You agree to safeguard your blank and cancelled Checks, and to take reasonable steps to prevent their unauthorized use. If your Checks are lost or stolen, you agree to notify Bank immediately. For security reasons, Bank reserves the right to disable the Checks feature for your Account and the right to close your Account and transfer the balance to a new Account. If Bank does this, all Checks written but not yet paid may be returned to payees with notations such as "Account Closed" or "Refer to Maker." You will be responsible for issuing any replacement checks. You agree that Checks you write are not properly payable over-the-counter at any Bank branch. Further, you waive any claim you may have now or in the future under Kansas Statutes Annotated Section 84-4-402. Post-Dated Checks. Bank is not responsible to you if Bank pays a Check before its date, even if Bank has noticed that it is post-dated. If Bank, at its option, refuses to pay a Check because it is presented before its date, you will have to pay, if applicable, the fee Bank charges for an overdraft. If you want to be sure Bank does not cash it before its date, you must stop its payment by following rules for stop payments in the "Stop Payment" section of this Agreement and follow Bank's procedures for revoking a stop payment request. Bank's Check payment process is highly automated and Bank receives Checks in great volume. Although Bank inspects some Checks and other items from time to time, at its discretion, you agree that reasonable commercial standards do not require Bank to do so. If Bank returns a Check because Bank believes it was not authorized by you, Bank is not liable to you even if the Check was actually authorized. Bank has no duty to prevent a Check from being presented more than once. Refusing Payments on Checks. You must sign your name on Checks you write. If any of the information is missing or illegible on the Check, the Bank has the right to refuse to accept or pay the Check. Check Legends. Bank is not required to honor any legends or memos you put on your checks, even if Bank is aware of them. By a "legend" or "memo" Bank means a message, such as "not valid for more than \$50.00" or "do not pay more than ten days after date" or "paid in full". Uncashed Checks. Uncashed Checks and Bill Pay Checks are voided after 180 days. Funds from voided checks will be credited to your Account after such time period. Cancelling a Check Payment. You may cancel a single Check as long as it has not been presented for payment by contacting Customer Service. ACH Check Conversion. An ACH Check conversion is a transaction that starts as a paper Check that you give to a merchant. The merchant converts the Check, using the information on the paper, to send an electronic message to a bank to immediately take the money from your Account. The merchant is required to post a notice about ACH Check conversion in a prominent and conspicuous location at the time of the transaction. You can stop payment on an ACH Check Conversion only if it has not yet been presented by the merchant. Liability for Failure to Stop Payment of a Check Payment. If you request cancellation of a Check within three (3) three business days or more before it is scheduled to be made, and Bank does not cancel it in time, Bank will be liable for your losses or damages.

**PAY PEOPLE (P2P).** The Bank may enable you access to the Pay People feature that allows you to send funds to another person. The Bank may establish a limit on the number of transfers and on the total dollar amount of transfers that can be attempted or completed in one day. We may modify the amount and frequency of transfers at any time for security reasons or due to account activity. To participate in this service, you will be required to agree to the terms and conditions set forth in the Pay People Acculynk Terms and Conditions Agreement ("Pay People Agreement"). In the event of a conflict between the provisions of the Pay People Agreement and this Agreement, the provisions of the Pay People Agreement shall control. Visit [www.nbkcc.com](http://www.nbkcc.com) for more information.

**WIRE TRANSFERS.** With respect to wire transfers or other transfers of funds not governed by the Electronic Funds Transfer Act, you agree to the terms disclosed in this Agreement, or as otherwise provided to you at the time you conduct the transfer(s), and our security procedures. We advise you that any receiving financial institution (including us) is entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order. We will process the wire transfer request based solely on the information you provide to us. It is your obligation to verify the information you provide to us including, but not limited to, the identity and relationship of the receiving party, account number, and routing number. The bank is not responsible for any loss or damage you incur from your request to send a wire or electronic transfer. Please be advised that wire transfers may not be recalled once they have been sent by the bank. The cut-off time for scheduling a same-day wire transfer is: Domestic Wire 3:30pm Central Time, International Wire 2:00pm Central Time. Wire transfer requests will only be accepted and processed if you have sufficient and available funds in your account at the time the request is received and processed. If sufficient funds are not available in your account, we will cancel the request. Any fees associated with sending or receiving a wire transfer will be deducted from your account. We may need to confirm your instructions prior to processing your request, therefore wire transfers may not receive same day service. The bank reserves the right to reject or cancel any wire transfer request at our sole discretion and will not be held liable for any losses or damages that may arise due to our right to cancel or reject the request.

**(A) Provisional Payment.** Credit given by us to you with respect to a wire transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your Account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

**(B) Notice of Receipt.** We will notify you of the receipt of payments in the periodic account statements we provide to you. You acknowledge that we will not give next day notice to you of receipt of a wire transfer item.

**ACH TRANSACTIONS.** You authorize us to initiate automated credit entries to the Accounts and to initiate, if necessary, debit entries and adjustments for any credit entries made in error to the Accounts. With respect to such entries, you agree to be bound by the rules of the National Automated Clearinghouse Association and applicable state Automated Clearinghouse Association ("ACH Rules"). Automated credit entries made to the Accounts are provisional under the ACH Rules until we have received final settlement or otherwise have received payment, and we are entitled to a refund of the amount credited to any Account if such settlement or payment is not received by us. Pursuant to the ACH Rules and Article 4A of the Uniform Commercial Code, you are hereby notified that the Bank will not notify you of the acceptance of a payment order to your Account, other than posting the payment order to your Account. We advise you that any receiving financial institution (including us) is entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order. We will process the ACH transfer request based solely on the information you provide to us. It is your obligation to verify the information you provide to us



including, but not limited to, the identity and relationship of the receiving party, account number, and routing number. The bank is not responsible for any loss or damage you incur from your request to send the ACH transfer. The cut-off time for scheduling next day ACH transfers is 4:00pm Central Time. The cut-off time for scheduling same day ACH transfers (if enabled on your Account) is 11:00am Central Time. Any next day ACH transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day. Any same day ACH transfer scheduled after the cutoff time will be treated as if it were scheduled as next day ACH transfer. In some circumstances, transactions may be delayed for risk or compliance reasons. At the Bank's discretion, the amount of funds that can be transferred from your account per day may be limited. Limits may change at any time without notice.

**INSUFFICIENT FUNDS AND OVERDRAFTS.** Your account becomes overdrawn when you do not have enough money in your account to cover a transaction. We may pay or return your insufficient funds item(s) at the Bank's discretion. An overdraft fee may be assessed per item for any returned or paid insufficient item(s). Overdraft fees are applicable to all checking, money market, savings, and health savings accounts. At the Bank's discretion, we may elect to waive an overdraft fee.

**STOP PAYMENT ORDERS.** Subject to certain limitations, you may order us to stop payment on any check, automated clearing house/pre-authorized electronic funds transfer ("ACH/EFT"), or other item payable from your Account, whether drawn or authorized by you or any other account holder, as follows:

**Stop Payment Against a Check or Other Item.** A stop payment request against a check or other item payable from your Account will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. A stop payment order against a check or other item payable from your Account is effective for six (6) months, but may lapse after fourteen (14) calendar days if the original order was oral and was not confirmed in writing within that period. A stop payment order against a check or other item payable from your Account may be renewed for additional six (6) month periods if renewed during a period within which the stop payment order is effective.

**Stop Payment Against an ACH/EFT.** A stop payment order against an ACH/EFT may be honored if received at least three (3) banking days before the scheduled date of the transfer. If we honor a stop payment request against an ACH/EFT received on or within three (3) banking days of the scheduled transfer, we do so without any liability or responsibility to any party having any interest in the entry. A stop payment order against an ACH/EFT is effective until the earlier of: (i) you withdraw the stop payment order, or (ii) the debit entry is returned, or, where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific party, all such debit entries are returned. We may require you to provide us written confirmation of a verbal stop order request against an ACH/EFT within fourteen (14) calendar days. Additionally, if you request us to stop all future payments pursuant to a specific ACH/EFT authorization involving a particular party, we may require you to confirm in writing that you have revoked such authorization.

All stop payment order requests will require you to provide the date, the amount, and the number of the item or authorization, together with the name of the payee. If you give us incorrect information, we will not be liable for failing to stop payment on the item or authorization. Our acceptance of a stop payment order will not constitute a representation that the item or authorization has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on an official, certified, cashier's, or teller's check issued by us, or request us to stop payment if we have otherwise become accountable for the item or authorization. In addition, you may not stop payment on checks governed by a separate agreement, such as a check guaranty agreement. Further you may not stop payment on an item or authorization after acceptance of the same by us.

**MOBILE CHECK DEPOSIT.** If enabled by the Bank for your Account, Mobile check deposit ("Mobile Deposit") allows you to make deposits to your Account remotely by using the Mobile App to take a legible picture of the front and back of the negotiable check(s) and transmitting images of such instruments to the Bank in compliance with the Bank's requirements ("Check Image(s)"). If the Check Image is accepted for deposit, the Bank will notify you electronically using the e-mail address you provided, through the Mobile App, or by postal mail. The Bank will attempt to collect the item by presenting the image or converting the image into a digital representation of the original check ("Substitute Check"). Unlike traditional check deposits, you retain the original paper check when you use Mobile Deposit. Bank is not liable for any Substitute Checks that may become lost in the mail. See "Substitute Check Policy Disclosure" in this Agreement for further information on Substitute Checks. The manner in which Substitute Checks are cleared, presented for payment and deposited will be determined by the Bank, in Bank's sole discretion which may change, modify, add or remove functionality from Mobile Deposit at any time, with or without notice to you. **Mobile Deposit Eligibility.** Bank will determine whether you are eligible for the Mobile Deposit. Bank may suspend or terminate your use of Mobile Deposit at any time and without prior notice to you. If you violate the terms of Mobile Deposit, such actions may be used as a basis to terminate your Account. **Mobile Deposit Limits.** Limits may be imposed on the dollar amount or number of deposits you make through Mobile Deposit, and Bank may change such limits at any time at Bank's discretion. Bank may decline to accept any Check Image you submit through Mobile Deposit at Bank's sole discretion. **Third-Party Checks.** Third-party checks deposited through Mobile Deposit may be rejected. All Check Images submitted for deposit must be payable to you and not to a third-party. **Retention of Original Check.** Once the funds from the Check Image have been credited to your Account, you must mark the original check as "VOID" and retain it for sixty (60) days. You may not present the original check, or any Substitute Check created from the original check for payment at any other financial institution. During this sixty (60) day period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check. You must make the original paper check available to Platform or the Bank for review at any time during this sixty (60) day period as necessary to facilitate the clearing and deposit process, to address third-party claims or for Bank's own audit purposes. Should you fail to produce the original paper check, you authorize Bank to deduct the amount of the check in question from your Account, regardless of whether such action may cause your Account to not have sufficient funds. Immediately after this sixty (60) day period, you must destroy the original paper check. **Presenting Checks More than Once.** Once you have used the Mobile Deposit service to deposit a check, you agree not to present, or allow anyone else to present, that original check or a substitute check of that original check again for deposit through the Mobile Deposit service or by any other means with the Bank or any other financial institution. **Mobile Deposit Funds Availability.** There may be a delay between the time a deposit is made and when it will be available for withdrawal. Business Days and Cut-off Time: Bank is open Monday through Friday excluding federal holidays. Check Images received and accepted for processing prior to 5:00 PM Central Time on a business day that Bank is open are considered received as of that day. Otherwise, the Check Images will be considered the work of the next business day. See additional information in the Funds Availability Policy.

**Prohibited Checks.** Bank may decline to accept any Check Image you submit through Mobile Deposit at Bank's sole discretion. You agree that you will not scan and attempt to deposit any of the following:

- Checks payable to any person or entity other than you (i.e., third party checks);
- Checks payable jointly to you and any other person (i.e. made out to 'John \*and\* Jane Doe') deposited into a sole-owned account;
- Checks containing alterations, illegible items, fraudulent checks, or checks that you should have known or have reason to believe were fraudulent;
- Checks that are taken off an electronic screen such as a computer or mobile device;
- Checks that have been previously deposited at another institution via physical item, image or electronic funds transfer;
- Checks from financial institutions located outside of the United States;
- Checks that are not payable in U.S. dollars;
- Checks that are more than six (6) months old (i.e. stale-dated);
- Checks that are post-dated, or payable on a date in the future;

- Remotely created checks (a check created by a merchant with a buyer's checking Account number on it, but without the buyer's original signature);
- Travelers' checks and savings bonds; or
- Non-negotiable instruments, such as promissory notes.

**Check Endorsements.** You will endorse any check or other item submitted for deposit exactly as it was made payable to you. You warrant that all endorsements on items deposited to your Account are genuine. Any endorsement must be placed in the one-inch area starting at the left side on the back of an item and the remaining area on the back of the item may not contain any preprinted, stamped or handwritten information. If you fail to do this, you may be required to reimburse the Bank for losses incurred. For any check deposited as a Check Image through Mobile Deposit, you must endorse the check by signing or stamping the back and writing "FOR MOBILE DEPOSIT ONLY to Account #XXXXXXXXXX" or as otherwise instructed by the Bank before you take a picture of the check. In the absence of endorsement, you authorize the Bank to supply any missing endorsements if items are made payable to you or your order and you have not endorsed them.

#### **OTHER MISCELLANEOUS PROVISIONS.**

**NOTICES.** You agree that the terms and conditions of the Agreement, including without limitation all rates, fees, and charges, may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the Account evidences your agreement to any amendment. Notices will be sent to the most recent mailing address shown on our records for your Account; if you have consented to electronic communications, we will send notices to the email address you provided to us. Only one notice will be given in the case of joint account holders. It is your responsibility to notify us of any change in your address, email address, or name. We are required to attempt to communicate with you only using the contact information you provided to us. We reserve the right to change the terms and conditions upon which electronic fund transfer services are offered and will provide notice to you at least twenty-one (21) days before the effective date of any change, as required by law, that effects electronic fund transfer services.

**ACCOUNT STATEMENTS.** You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. Each account statement will be considered to correctly reflect your transactions, such as deposits, withdrawals, credits, refunds, imposition of fees, interest or dividends, and other additions and subtractions to your Account, unless you notify us in writing within certain time limits after the statement that incorrectly reflects your transactions is made available to you. We will not be liable for any check that is altered or any signature that is forged unless you notify us within Thirty (30) calendar days after the statement and the altered or forged item(s) are made available. Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within Ten (10) calendar days after the statement and first altered or forged items were made available. You must report any other Account problem including encoding errors, and errors involving additions or subtractions (debits and credits) not otherwise covered herein, including electronic transactions not covered by the Electronic Fund Transfer Act, within Sixty (60) calendar days. If the suspected account problem involves a substitute check that you receive, you may (under some circumstances) be entitled to make a claim for an expedited refund. Such a claim may be subject to different notification timeframes. See the Substitute Check Policy Disclosure (if applicable) for further information. If you have requested us to hold your Account statements, we have the right to mail your statements if you have not claimed them within Thirty (30) calendar days. If we truncate your checks, you understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.

**ILLEGAL TRANSACTIONS AND ACCOUNT RESTRICTIONS.** You may not use your Account, ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. We reserve the right to place a hold on your Account if we suspect irregular, fraudulent, suspicious, unlawful or otherwise unauthorized activity. We may attempt to notify you of such a hold but are not required to provide notice prior to placing the hold or thereafter. We reserve the right to maintain any hold and restrict access to the account until we receive the requested information. You agree that we may maintain such hold until all claims against you or us to the funds held in your Account have been resolved fully in our sole satisfaction. We also reserve the right to reject any incoming credit transaction that we suspect is involved in fraudulent or suspicious activity. The Bank will not be held liable for any loss you incur if your account is restricted. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

**UNLAWFUL INTERNET GAMBLING TRANSACTIONS PROHIBITED.** You certify that you will not engage in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq., (the "UIGEA"). You may not use your Account or any other service we offer to receive, transfer, or credit funds, instruments or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement. You may not use your Account for online gambling or any illegal transactions. Bank may refuse to process any transaction that it believes may violate the terms of this Agreement or applicable law. You acknowledge and agree that Bank has no obligation to monitor, to review or to evaluate the legality of your transactions. To the fullest extent permitted by law, you agree to pay for any transaction that you authorized, even if that transaction is determined to be illegal.

**BUSINESS USE ON PERSONAL ACCOUNTS.** Your Account is a personal account. You agree not to use your personal Account(s) for business purposes. The Bank reserves the right to convert a personal Account to a business Account or close your personal Account when the Account is being used for business purposes. You will receive a notice regarding a conversion of your personal Account to a business Account. At the time of conversion, all applicable account fees, service fees and restrictions of the business Account will apply.

**NO OVERDRAFTS.** You are not permitted to overdraw your Account. If the available balance in your Account is insufficient to cover any payment or withdrawal you have authorized, Bank may refuse to process the payment or withdrawal. If your Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your Account has a negative balance for an extended period of time and you have another account with Bank, Bank reserves the right to exercise Bank's right to set off. See Section "Right to Set Off" for details. If your Account has a negative balance for thirty (30) calendar days or more it will be closed. In the event you fail to pay the amount of any overdraft and Bank refers your overdrawn account to an attorney for collection, you agree to pay all reasonable expenses, including, but not limited to, reasonable attorney's fees and court costs incurred by Bank as a result of your account being overdrawn.

**BACKUP WITHHOLDINGS.** You acknowledge that this account cannot be opened if you are currently subject to backup tax withholding.

**LEGAL PROCESSES EFFECTING ACCOUNTS.** If legal action such as a garnishment, levy or other state or federal legal process ("Legal Process") is brought against your Account, Bank may refuse to permit (or may limit) withdrawals or transfers from your Account until the Legal Process is satisfied or dismissed. Regardless of the terms of such garnishment, levy or other state or federal process, Bank has first claim to any and all funds in your Account for your liability under this Agreement. Bank will not contest on your behalf any such Legal Process and may take action to comply with such Legal Process as Bank determines to be appropriate in the circumstances without liability to you, even if any funds Bank may be required to pay out leaves insufficient funds to pay a transaction that you have authorized. Payment is made after satisfying any fees, charges or other debts owed to Bank. You agree that you are responsible for any expenses, including legal expenses and fees Bank incurs due to any Legal Process on your Account. Bank may charge these expenses to your Account. You will indemnify Bank for any losses if it does this.



**ACCOUNT INACTIVITY, DORMANCY AND, ESCHATEMENT.** An account that is inactive for a period of time may be considered dormant and is subject to escheatment. Each state has varying laws as to when an account is subject to escheatment and Bank may be required to send the balance in your Account to the state of your last known address. You understand that if your Account is inactive (dormant), we may close your Account. We reserve the right to refuse to return any unused balance amount less than \$1.00. You agree that we are relieved of all responsibility if your account balance is escheated in accordance with applicable state law. Your account will become inactive unless you have conducted account activity such as depositing or withdrawing funds or using your debit card. For an Account with an international address, the funds will be transferred to the State of Kansas.

**CREDIT VERIFICATION.** You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your account to a credit reporting agency if your Account was closed because you have abused it.

**CONFIDENTIALITY.** We may disclose information to third parties about your account or the transfers you make:

- To complete transfers as necessary; or
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with laws, rules, regulations, or court orders, subpoenas, garnishments, levies, government agency request, or other legal processes; or
- If we believe it is necessary to complete or document transactions, to investigate possible unauthorized transactions, to resolve errors or claims, or to combat fraud; or
- If you give us your written permission.

**ACCOUNT TERMINATION.** You and we agree that either of us may close your Account (and any associated ATM or Debit Card) and terminate this Agreement at any time with or without cause. We may, but are not required to, provide you oral or written notice if we decide to terminate your Account relationship for any reason. We may terminate your account if we suspect or confirm abuse of the account relationship or to prevent a loss. If we provide written notice, we will send the notice to the mailing address we have on file at that time or electronically to the email address you provided to us. You may close any of your accounts by notifying us in writing. We will consider your Account closed if we close your account, if you request your account to be closed, or if you withdraw all of the funds in your account, we may close your account at the end of the statement cycle during which your account balance becomes zero. When an interest-bearing account is closed, there may be accrued interest that has not been credited to the account in which case you may forfeit the accrued but unpaid interest. Further, for security reasons, we may require you to close your Account and to open a new account if: there is a change in authorized signers; there has been a forgery or fraud reported or committed involving your Account; any Account checks are lost or stolen; you have too many transfers from your Account; or, any other provision of our Agreement with you is violated. After the Account is closed, we have no obligation to accept deposits or pay any outstanding checks. You agree to hold us harmless for refusing to honor any check drawn on a closed account. In the event that we close your Account, we may mail you a Cashier's Check for the applicable remaining Account balance. The termination of this Agreement and closing of an account will not release you from any fees or other obligations incurred prior to the date upon which this Agreement is terminated and an account closed, any fees assessed by us in the process of closing an account, or from your responsibility to maintain sufficient funds in an account to cover any outstanding checks or other debit items. Bank reserves the right to refuse to return any unused balance amount less than \$1.00.

**RIGHT OF SETOFF.** Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your Accounts you maintain at the Bank, including accounts you maintain with any of the Bank's FinTech Programs; (except IRA, HSA, Keogh plan and Trust Accounts). Our right to setoff may be exercised without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the Account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all Accounts of each Account Holder. We may not exercise our right of setoff or security interest if prohibited by the Military Lending Act.

**FDIC INSURANCE.** The FDIC is an independent agency created by the United States Congress that provides deposit insurance to depositors in commercial banks and savings institutions legally chartered to offer banking services in the United States. FDIC deposit insurance is backed by the full faith and credit of the United States government. FDIC deposit insurance covers the depositors of a failed FDIC insured depository institution dollar-for-dollar, principal plus any interest accrued, through the date of a bank failure, up to at least the then current Standard Maximum Deposit Insurance Amount, or "SMDIA," as determined by the FDIC. As of July 17, 2019, the SMDIA is \$250,000 per depositor, per ownership category. To learn more about FDIC insurance please carefully review the information provided by the FDIC at: <https://www.fdic.gov/deposit/deposits>.

**MISCELLANEOUS PROVISIONS.** If you or your Account becomes involved in any legal proceedings, your use of the Account may be restricted. You agree not to use the Account in any illegal activity. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us. If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.

**SYSTEMS AND SOFTWARE.** We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third-party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

**FINANCIAL INSTITUTION LIABILITY.** You agree that if we do not properly complete a transaction according to the Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevent the transaction, or the funds in your Account are or may be subject to legal process or other claim. In no event will we be liable for consequential damages. In receiving items from you for withdrawal or deposit, we act only as your agent. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. We reserve the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your Account for items should they become lost in the collection process.

**SURVIVAL.** All provisions of this Agreement shall survive the termination of this Agreement or closure of your Account by either party for actions arising in connection with this Agreement or your Account(s).

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Kansas. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

**ASSIGNABILITY.** The account established under this Agreement is not assignable or transferable except with our consent. We must approve any pledge of the Account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the Account be closed and a new account opened in the name of the transferee or pledgee.

#### **ARBITRATION AND CLASS ACTION WAIVER**

**ARBITRATION AND CLASS ACTION WAIVER.** Any claim, dispute, or controversy ("Claim") between you and Bank arising out of or relating in any way to this Agreement, your Account, your Card, your acquisition of the Card or Account, your usage of the Card or Account, or transactions on the Card or Account, no matter how described, pleaded or styled, shall be finally and exclusively resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules in the State of Kansas, County of Johnson.

**ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER YOU NOR BANK WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER YOU NOR BANK WILL HAVE THE RIGHT TO A TRIAL BY JUDGE OR JURY.**

Bank will pay the initial filing fee to commence the arbitration. You and Bank will have every remedy available in arbitration as you and Bank would have from a court and will be entitled to reasonable discovery. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made finally and exclusively by the arbitrator. The arbitrator's award will be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

**NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

This arbitration provision shall survive: (i) the termination of this Agreement; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Card or Account, or any amounts owed on your Card or Account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1-16. Solely for purposes of this Section 9.10 "Arbitration", "We" or "Us" shall mean Bank, and its respective successors, affiliates or assignees as well as any third party using or providing any product, service or benefit in connection with the Card or Account.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE ACCOUNT OR CARD.**

#### **ELECTRONIC FUNDS TRANSFER DISCLOSURES**

This section of the Agreement is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an Account at the Bank.

**Business Days.** For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

**Illegal Transactions.** You may not use your Account, ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

You accept responsibility for implementing commercially reasonable security measures to safeguard your ATM Card, POS card, PIN, or online and/or mobile banking credentials from unauthorized use. If you authorize employees, agents, or others to use your Card, PIN, or credentials, you shall be liable for transactions conducted by such additional users. You are responsible for promptly examining your statement each statement period and reporting any unauthorized transaction within a reasonable time, not to exceed Sixty (60) calendar days after the statement is made available. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 866-931-0850.

#### **YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC TRANSACTIONS.**

**Liability for Unauthorized MasterCard Debit Card Transactions on Cards Issued to Certain Consumers and Small Businesses.** The zero-liability limit described below only applies to a United States-issued MasterCard branded debit card issued to: (i) a natural person, or (ii) a business or other entity only if the card is issued under a "small business" program described on MasterCard's website at [www.mastercardbusiness.com](http://www.mastercardbusiness.com). The zero-liability limit described below does not apply if you are a business or an entity of any sort (corporation, limited liability company, partnership, etc.) unless the card issued to you is a "small business" card described above. The zero-liability limit described below does not apply until your identity is registered by or on behalf of the card issuer. Under MasterCard's zero liability policy as described in the MasterCard Rules (as may be amended from time to time), the zero-liability limitation described below may not apply for other reasons.

Tell us AT ONCE if you believe your MasterCard debit card has been lost or stolen or if you believe any unauthorized transactions have been made using your MasterCard debit card. Your liability for unauthorized use of your debit card with the MasterCard logo will not exceed zero dollars (\$0.00) if the following conditions have been met: (i) you have exercised reasonable care in safeguarding your card from risk of loss or theft; and (ii) upon becoming aware of such loss or theft you promptly reported the loss or theft to us. If the conditions set forth above have not been met, you may be liable for unauthorized transactions to the extent allowed under applicable law (for example, see Liability for Unauthorized Transfers paragraph below). To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth in the Liability for Unauthorized Transfers paragraph below. This will help prevent unauthorized access to your account and minimize any inconvenience.

**Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your card, ATM PIN, POS card or PIN, Audio Response PIN, or online and/or mobile banking PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by card code or other such means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 866-931-0850, or write us at nbkc bank, 8320 Ward Parkway, Kansas City, MO

64114. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

**Our Liability for Failure to Make Transfers.** For consumer accounts, if we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the money in your account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

**In Case of Errors or Questions About Your Electronic Transfers.** For consumer accounts, telephone us at 866-931-0850, or write us at nbkc, 8320 Ward Parkway, Kansas City, MO 64114 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Preauthorized Electronic Fund Transfers. (A) Stop Payment Rights.** If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call us or write to us at the telephone number or address set forth above, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will not charge you for stop payment orders on these payments. **(B) Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set. **(C) Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **FUNDS AVAILABILITY POLICY AND DISCLOSURES**

**GENERAL POLICY.** Our policy is to generally make funds from your cash and check deposits available to you on the same business day as the day we receive your deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 PM CT 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 5:00 PM CT or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**Reservation of Right to Hold.** In some cases, we will not make all of the funds that you deposit by check available to you on the same business day as the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225.00 of your deposit, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same 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 business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

**Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- You deposit checks totaling more than \$5,525.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- We believe a check you deposit will not be paid.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

**Special Rules For New Accounts.** If you are a new customer, the following special rules will apply during the first 30 days your account is open: Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 will be available on the second 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 \$5,525.00 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on nbkc bank will be available on the same business day as the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

**ATM Deposits.** There may be a delay between the time a deposit is made and when it will be available for withdrawal. **nbkc-bank-branded ATM.** Funds from deposits made in a nbkc bank-branded ATM prior to 4:00 PM CT on a business day that we are open will be delayed until the next business day, excluding \$225 which will be available on the same business day. However, if you make an ATM deposit after 4:00 PM CT on a business day that we are open, we will consider that the deposit was made on the next business day we are open. **Other ATMs Not Owned by nbkc bank.** Funds from deposits made at an ATM not owned and operated by nbkc bank will be made available no later than the fifth business day following the banking day on which the funds are deposited.

**Mobile Banking Deposits.** Funds from deposits made via Mobile Deposit prior to 5:00pm CT on a business day that we are open will be delayed until the next business day. However, if you make a Mobile Deposit after 5:00pm CT on a business day that we are open, we will consider that the deposit was made on the next business day we are open. Mobile Deposits are subject to longer hold times and delays.

**Electronic ACH Longer Availability.** Electronic transfers depositing into the Account initiated through the Mobile App or Website may take up to five (5) business days from the date of the initial request but will generally post on the payment date of the deposit once the money has reached the Bank.

## **SUBSTITUTE CHECKS AND YOUR RIGHTS**

### **What is a substitute check?**

To make check processing faster, federal law permits credit unions and banks to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### **What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### **How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at nbkc bank, 8320 Ward Parkway, Kansas City, MO, 64114, 866-931-0850, deposit.ops@nbkc.com. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the Substitute Check.

## **CONSUMER RATE AND FEE SCHEDULE**

### **A. RATE SCHEDULE AND INFORMATION**

This Rate and Fee Schedule applies to the following account types offered by the Bank:

- nbkc bank Everything Account (interest bearing)
- nbkc bank Personal Money Market Account (interest bearing)
- nbkc bank Savings Goals Account (interest bearing)
- Other account types as described in this document (i.e., Personal Trust Accounts, Health Savings Accounts, UTMA Minors) (interest bearing)

	<b>Daily Balance</b>	<b>Interest Rate</b>	<b>Annual Percentage Yield (APY)</b>
<b>Health Savings Accounts (HSA)</b>	\$0.01+	1.00%	1.01%
<b>nbkc bank Everything Account</b>	\$0.01+	1.25%	1.26%
<b>nbkc bank Personal Money Market Account</b>	\$0.01+	1.50%	1.51%
<b>nbkc bank Savings Goals Account</b>	\$0.01+	1.25%	1.26%

### **B. FEE SCHEDULE**

<b>FEE CATEGORY</b>	<b>FEES CHARGED</b>
Monthly Account Service Fee	\$0
Minimum Balance Fee	\$0
Overdraft Fee	\$0
Inactivity Fee	\$0
Stop Payment Fee	\$0
Returned Item Fee	\$0
Insufficient Funds Fee	\$0
Dormant Account Fee	\$0
ATM Cash Withdrawal or Balance Inquiry Fee	\$0 if using a nbkc bank owned ATM \$0 if using an ATM in the MoneyPass® Network <sup>1</sup> *nbkc bank will reimburse up to \$12 per month in ATM fees for use of any other ATM.
Foreign Transaction Fee	1% of the total transaction amount <sup>2</sup>
Domestic Wire Transfers	Send: \$5 per wire transfer Receive: \$0 per wire transfer
International Wire Transfers	Send: \$45 per wire transfer Receive: \$45 per wire transfer

<sup>1</sup> MoneyPass® has been enabled for your Account. Fees may be assessed by other institutions for use of their ATM when using a non-MoneyPass® ATM and you may be charged a fee for a balance inquiry even if you do not complete a withdrawal; this ATM fee is a third-party fee amount assessed by the individual ATM operator only. This ATM fee amount will be charged to your Account. For a listing of MoneyPass® ATM locations, visit the MoneyPass® ATM locator at <https://www.moneypass.com/atm-locator.html>.

<sup>2</sup>If you use your Debit Card to transact in foreign currencies, you will be charged a 1.00% fee of the total purchase, by Mastercard, for each transaction. This Mastercard International Card Fee is charged by Mastercard and not by us. The Mastercard International Card Fee may be charged to your Account.