Bank OZK
ELECTRONIC FUND TRANSFERS
Your Rights and Responsibilities

#### Introduction

Page 1

Page 1

Page 2

Page 3

Page 4

Page 4

Page 4

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations regarding these transactions. You should keep this notice for future reference.

#### Defining words in this agreement

- "Bank", "we", "our", and "us" refer to Bank OZK
- "You" or "your" refer to the owner and, if applicable, the co-owner and/or the guarantor.
- "Use" refers to any presentation of the Card or disclosure of its associated card number or PIN in any manner, or the keying of any username, password or security code, which permits any person to purchase products or services or to withdraw or transfer funds or make payments.
- "Business day" refers to Monday through Friday excluding federal holidays.
- "Overdraft" refers to when the account has a negative balance.
- "Card" refers to all consumer debit cards and ATM cards that are issued to the customer.
  "Account" refers to all types of consumer deposit account(s) for which you may obtain a
- debit card/ATM card.
  PIN (Personal Identification Number) refers to an identifying number required to use a Card
- "Available Balance" is the amount of money in your account, minus any holds (such as
  outstanding debit card authorizations) and deposits that are not yet available due to our
  funds availability policy. It does not include checks you've written that have not yet cleared,
  pending online bill pay transactions, or pre-scheduled debits (e.g. health club dues
  automatically debited from your account at a certain time each month).

## Using Your Card

Introduction

Using Your Card

CardFree Cash

Apple Pay, Samsung Pay, Android Pay

Visa Account Updater (VAU)

Overdraft Using Your Card

Preauthorized Payments

My Change Keeper

Types Of Transfers and Frequency

**General Limitations** 

Unauthorized Transfers

Error Resolution

Contact Us

Table 1 shows how you can use your Bank OZK debit card to make purchases and payments, use ATMs, and make transfers. Please note that some services described below may not be available at all ATMs.

### Table 1

Actions	Debit Card	ATM Card	
How you can purchase or pay			
Use your Bank OZK Card at merchants who accept payments through a network in which the Bank participates (Visa)	✓		
Use your Bank OZK Card to pay bills directly to merchants or others	$\checkmark$		
Request cash back after making a PIN-based transaction at a merchant that offers this service	$\checkmark$		
Use your Bank OZK Card through a mobile device at participating merchants that accept mobile payments	$\checkmark$		
Where you can withdraw money			
Bank OZK ATMs	$\checkmark$	$\checkmark$	
Non-Bank OZK ATMs (Fees may apply)	$\checkmark$	$\checkmark$	
What you can do at Bank OZK ATMs			
View your account(s) balances	$\checkmark$	$\checkmark$	
Withdraw cash	$\checkmark$	$\checkmark$	
Transfer funds between Bank OZK checking and savings accounts	$\checkmark$	$\checkmark$	
Make deposits to your Bank OZK accounts (At participating ATMs; not available for Health Savings Accounts)	✓	$\checkmark$	
What you can do at non-Bank OZK ATMs			
View your Bank OZK Account balances (fees may apply)	$\checkmark$	$\checkmark$	
Withdraw cash (fees may apply)	$\checkmark$	$\checkmark$	

Non-Bank OZK ATMs are operated by someone other than Bank OZK. You may use your Bank OZK debit card to withdraw cash, check balances, and transfer funds between accounts linked to your Bank OZK debit card. Some options may not be available at all non-Bank OZK ATMs or may have a withdrawal limit.

#### Fees for using your debit card

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

In addition, you will be charged \$2.50 fee by Bank OZK.

Table 2 shows the fees that may be assessed with your Card.

#### Table 2

Activity Fees	Personal Debit Card	ATM Card
Foreign ATM Balance Inquiry	\$2.50	\$2.50
Stop Payment	\$35	N/A
Foreign ATM Transaction*	\$2.50	\$2.50
Card Replacement	\$5	\$5
International Transaction (currency conversion)	3%	3%
International Transaction (no currency conversion)	3%	3%

\*Additional fee may be charged by ATM owner/operator.

### **Currency Conversion - Visa**

When you use your Card with the Visa logo at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by Bank OZK. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date

## **Important Additional Fee Notice**

Visa charges an International Service Assessment Fee (ISA) on all international transactions. Therefore, transactions completed with your Visa Card will be subject to an ISA Fee of 3.000% of the transaction amount when there is a currency conversion. If there is no currency conversion (the transaction is completed in the same currency as your country as cardholder), the ISA Fee will be 3% of the transaction amount. The ISA Fee applies to transactions conducted in a country outside of the United States of America, Puerto Rico or the US Virgin Islands.

## Daily limits for using your Card

You may use your Card until you reach the lesser of 1) your daily ATM withdrawal limit and daily purchase limit, or 2) your Available Balance in your Account.

**Daily ATM withdrawal limit** is the maximum amount of cash you may withdraw from the account or accounts associated with the Card at an ATM.

• You may not exceed \$500 in withdrawals per day

**Daily purchase limit** is the maximum amount of money that can be debited from the primary account associated with the debit card.

- Purchase goods in person, by phone, or by computer
- Pay for services in person, by phone, or by computer
- Get cash from a merchant if the merchant permits, or from a participating financial institution
- You may not exceed \$5,000 in transactions per day

## **Revocation of the Card**

Bank OZK may revoke your Card and Account at any time. All Cards are the property of Bank OZK and must be surrendered to Bank OZK upon demand. For fraud prevention, Cards will be revoked after 12 months of card inactivity.

### CardFree Cash

CardFree Cash allows Account holders without a physical card to immediately access cash at a participating ATM.

- No POS transactions are permitted
- Cash withdrawals from checking/savings accounts up to \$500 per day
- Limited ATMs nationwide. Please visit popmoneylocator.com for eligible ATMs

#### Standard ATM fees apply.

#### Apple Pay, Samsung Pay, Android Pay

Mobile apps allow the customer to pay for goods and services at participating merchants without a physical card by simply tapping or waving a smartphone to the card reader terminal. The smartphone uses NFC (near-field communication) technology to communicate with the register by submitting the customer's Card information stored in the mobile app.

### Apple Pay Enrollment

The customer must be signed into iCloud using his or her Apple ID. In the selected iOS device, go to wallet and click to add a debit card. Then follow the on-screen steps to add the Card information. The Bank will then verify the information and authorize the Card to be added to Apple Pay

### Samsung Pay Enrollment

The customer must be signed into his or her Samsung account and then agree to all of the Terms of Service. A verification method must be assigned: either fingerprint or 4-digit Samsung Pay PIN. Once verification method is assigned, then click to add a debit card. Samsung Pay will automatically detect the number and expiration date on the Card by aligning the Card within the view frame. If the information is not detected, the information can be entered manually. To authenticate the customer's identity, a onetime password will be sent, based on the user's selection, within a text message, an email, or by a phone call.

### Android Pay Enrollment

The customer must be signed into his or her Google Account, provide requested information, and add a debit card to the Android Pay app. Android Pay will check to ensure the Card's issuer supports the Service and whether the Card itself is eligible to be used with Android Pay. Click to accept the Terms and Conditions. Android Pay stores a "virtual account number" that represents the Card's actual Card number.

## Visa Account Updater (VAU)

Visa Account Updater (VAU) enables the electronic exchange of updated account information among participating merchants, acquirers, and Visa Card issuers. VAU delivers updated cardholder account information to a merchant with authorization to bill for recurring payments in a timely, efficient and cost effective manner. If a merchant participates in this service, the merchant will receive the updated debit card information. If your debit card is reported as fraudulent, your Card will not be provided to the VAU service. Since not all merchants subscribe to this service, it will be the customer's responsibility to notify each merchant with the new debit card number and expiration date to help ensure your next automatic payment will go through.

#### Overdraft Using Your Card

Customers must meet Bank qualifications and opt-in to allow overdrafts at ATM and point-of-sale for debit card transactions against unavailable funds. With Bounce Proof Plus, enrolled account holders are allowed to use overdraft protection for everyday debit card purchases and ATM withdrawals. Enrolling in Bounce Proof Plus permits debit card purchases to be approved even if the account doesn't have enough money available at the time of purchase. An overdraft fee of \$35 per item will apply. Overdraft protection is a Bank courtesy; overdraft transactions may or may not be paid at the Bank's discretion. See the Schedule of Fees and "What You Need to Know about Overdrafts and Overdraft Fees."

## Preauthorized Payments

The following explains your rights for recurring payments.

## Right to stop payment and procedure for doing so:

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, the Bank may also require you to put your request in writing and get it to us within 14 days after you call. You may not stop payment on an item you purchased or a charge already pending on your account. The Bank will charge \$35 for each stop payment.

### Notice of varying amounts

If these recurring payments vary in amount, the person you are going to pay will tell you 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.)

If you try to cancel your debit card instead of either stopping the payment through the merchant or with Bank OZK, the recurring payment could still post to your debit card.

#### My Change Keeper

When you enroll in the My Change Keeper savings service, the Bank rounds up the amount of any Visa debit card purchase made by you or any Visa debit cardholder of your Checking Account to the next whole dollar amount in excess of the purchase price, and/or any additional amount you selected, and transfers that amount from your Checking Account to the designated savings or checking account(s).

#### Other Types of Transfers

#### **Preauthorized Credits**

You may make arrangements for certain direct deposits to be accepted into your checking or savings accounts.

#### **Preauthorized Payments**

You may make arrangements to make payments from your checking account.

#### **Telephone Transfers**

You may access your accounts by telephone at 1-800-536-0897 using a touch-tone phone, your account numbers, and your security code to:

- Get checking, savings, or loan account information
- Transfer funds between checking and savings accounts
- Make payments from checking or savings to loan accounts with us.

You may also access your accounts using Interactive Voice Response (IVR) when you call the Customer Care Team at 1-800-274-4482 using a touch-tone phone, your account numbers, and your PIN to:

- Get checking, savings, or loan account information
- Transfer funds between checking and savings accounts
- Make payments from checking or savings to loan accounts with us.

# **ATM Transfers**

You may access your accounts by ATM using your ATM or Visa Check Card and personal identification number (PIN) to:

- Get checking or savings account information
- Transfer funds between checking and savings accounts
- Cash withdrawals from checking/savings accounts up to \$500 per day
- Make deposits to your checking or savings accounts through limited Bank OZK ATMs (not available for HSA accounts). Third-party checks or drafts deposited to Bank OZK ATMs may not be accepted by us. If we accept a third-party check or draft for deposit, we may require third-party indorses to verify or guarantee their indorsements.

Cut-Off Times. Items deposited at applicable Bank OZK ATMs before 5:00 p.m. (Central Time)\* on a business day are available in your account on the next business day. All ATM deposit items submitted after 5:00 p.m. (Central Time) on a business day or a day that is not a business day will be available on the second business day after the day of the deposit.

# \*Subject to bank approvals.

# Other Transfers Using Your Visa Check Card

You may use your Visa Check Card number and a downloadable app on your web-enabled cell phone, smartphone, computer, or tablet to authorize a third party to transfer funds to or from your account.

- Transfer withdrawal limits are: 15 transfers and \$5,000 per day
- Transfer deposit limits are: 20 transfers and \$10,000 per day

# **Online and Mobile Banking Transfers**

You may access your account(s) by web-enabled device by accessing www.ozk.com, or downloading our Mobile Banking App, and entering your User ID and password to:

- Get information on all accounts tied to your Online Banking service
- Transfer funds between checking and savings accounts
- Make Payments from checking or savings to loan accounts with us
- Make payments from checking to a third party via Bill Pay
- Transfer funds between your account at another financial institution and your account at Bank OZK
  - Next Day Inbound and Outbound transaction and daily limit: \$2,500
  - Standard Inbound and Outbound per transaction and daily limit: \$2,500
  - Outstanding limit- sum total of customer's pending and/or unsettled transactions: \$2,500
  - Monthly limit- sum total of customer's transactions in a given month (30-day rolling limit): \$5,000

Cut-Off times. Internal transfer completed through Online Banking / Mobile Banking before 8:00 p.m. (Central Time) on a business day is available in your account the same day. All external transfers initiated after 7:00 p.m. (Central Time) on a business day is available in your account the next business day.

# **Mobile Deposit**

Make a deposit into your checking and savings account using our downloadable app on your smartphone or tablet.

- Not available for OZK Pathway or HSA checking accounts
- Transaction and daily limit minimum is \$2,500

Cut-Off Times. Mobile Deposit items completed through Mobile Banking before 5:00 p.m. (Central Time)\* on a business day are available in your account the same day. All mobile deposit items submitted after 5:00 p.m. (Central Time) on a business day or a day that is not a business day will be available on the next business day. \*Subject to bank approvals.

## **Electronic Fund Transfers Initiated By Third Parties**

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payments may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge may occur when a merchant provides you with notice and you proceed with the transaction. Typically, at the point of purchase, a merchant may display a sign and/or print the notice on a receipt. In all cases, these third-party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers.

## **Electronic Check Conversion**

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills

## **General Limitations**

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply: transfers or withdrawals from a savings/money market account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, mobile transfer, or by check, draft, debit card or similar order to a third party, are limited to 6 per monthly statement cycle. Your account will be charged \$10 in addition to other fees and charges during each statement cycle in which you exceed the transfer limitations. Refer to the Truth in Savings disclosure for additional information.

#### **Online/Mobile Banking Fees**

See the Schedule of Fees and "What You Need to Know about Overdrafts and Overdraft Fees."

Except as described within this disclosure, the Bank does not charge for Electronic Fund Transfers.

Table 3 shows the fees assessed while using Bill Pay.

#### Table 3

Activity	Fee
Bill Pay- Rush/Same Day Electronic Delivery	\$9.95
Bill Pay- Rush/Overnight Check Delivery	\$14.95

## Documentation

**Terminal Transfers.** You can obtain a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. You may not get a receipt if the amount of the transfer is \$15 or less.

**Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made.

**Periodic Statements.** You will get a monthly account statement from us, unless there are no transfers in a particular month. In any event, you will receive a statement at least quarterly.

#### Financial Institution's Liability

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and the Bank does not do so, the Bank will be liable for your losses or damages.

Liability for failure to make transfers. If the Bank does not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, the Bank will be liable for your losses or damages. However, there are some exceptions. The Bank 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 transfer would go over the credit limit on your overdraft line
- If the automated teller machine 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 transfer, despite reasonable precautions that the Bank has taken

There may be other exceptions not specifically stated in our agreement with you.

# **Unauthorized Transfers**

**Consumer Liability.** Tell us at once if you believe your Card and/or security code has been lost or stolen. Telephoning us at 1-800-274-4482 (International: 1-833-405-6071) is the best way to minimize your losses. You could lose all the money in your account (plus your maximum overdraft line of credit). If you believe your Card and/or security code has been lost or stolen, tell us within 2 business days after the loss or theft and you can lose no more than \$50 if someone used your Card and/or security code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card and/or security code, and the Bank can prove we could have stopped someone from using your Card and/or security code without your permission had you told us, you could lose as much as \$500. If your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days of the date the statement was mailed to you, you may not get back any money you lost after the 60-day period if the Bank can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, the Bank will extend the time periods for a reasonable period.

Visa Debit Card Additional Limits on Liability for unauthorized transactions processed on the Visa network. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

**Contact in event of unauthorized transfer.** If you believe your Card and/or security code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

#### **Error Resolution Notice**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below, 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. The Bank must hear from you no later than 60 days after the Bank sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number
- 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, the Bank may require that you send us your complaint or question in writing within 10 business days.

The Bank will determine whether an error occurred within 10 business days (5 business days if the alleged error involved a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) after the Bank hears from you and will correct any error promptly. If the Bank needs more time, however, the Bank may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If the Bank decides we need more time, the Bank will credit your account within 10 business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) 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 the Bank asks you to put your complaint or question in writing and we do not receive it within 10 business days, the Bank may not credit your account. An account is considered a new account for 30 days after the first deposit is made if you are a new customer. The Bank will tell you the results within 3 business days after completing our investigation. If the Bank decides that there was no error, the Bank will send you a written explanation. You may ask for copies of the documents that the Bank used in our investigation.

## Confidentiality

The Bank will disclose information to third parties about your account or the transfers you make where it is necessary for completing transfers in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, to comply with a government agency or court order, or if you give us written permission.

Contact Us		
	1-800-274-4482	
	International Number:	
	1-833-405-6071	
By Email	info@ozk.com	

#### Bank OZK Digital Services P.O. Box 196 Ozark, AR 72949

Monday through Friday from 7am to 7pm CT Saturday from 7am to 4pm CT Business days are Monday through Friday, excluding holidays