

BEAL BANK USA

ELECTRONIC BANKING SERVICES AND DISCLOSURE

Effective May 27, 2024

A. Electronic Funds Transfers Generally. The types of electronic fund transfers we are capable of handling are listed below, some of which may not apply to your Account. These electronic funds transfers for consumer accounts are generally governed by regulations issued by the Federal Reserve Board of Governors. Similar electronic funds transactions made with respect to business Accounts are governed by the Texas Business and Commerce Code and any applicable federal law, rule, or regulation. You understand that all electronic funds transfers must originate from an Account on which you are an Account Holder. We reserve the right to refuse the acceptance of any particular transfer for any reason. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this Agreement, including this disclosure, for future reference.

B. 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 payment 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 can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and 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 bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank 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. Examples of these transfers include, but are not limited to:

(i) **Preauthorized credits.** You may make arrangements for certain direct deposits (such as Social Security, payroll, or U.S. Treasury) to be accepted into your deposit, savings or money market Account(s).

(ii) **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your deposit, savings or money market Account(s).

(iii) **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your deposit Account using information from your check to pay for purchases or pay bills.

(iv) **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

C. Fees

- (i) We do not charge for direct deposits to any type of Account.
- (ii) We do not charge for preauthorized payments from any type of Account.
- (iii) Except as indicated elsewhere, we do not charge for these electronic fund transfers.

D. Documentation

(i) **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 to find out whether or not the deposit has been made.

(ii) **Periodic statements.** You will get a monthly Account statement from us for your deposit and money market Accounts. You will get a monthly Account statement from us for your statement savings Accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

E. Preauthorized Payments

(i) **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 is 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, we may also require you to put your request in writing and get it to us within 14 days after you call.

We will charge you \$25.00 for each stop-payment order you give.

(ii) **Notice of varying amounts.** If these regular payments may 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.)

(iii) **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 we do not do so, we will be liable for your losses or damages directly attributable to our failure.

F. Financial Institution's Liability. If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (i) If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- (ii) If you have an overdraft line and the transfer would go over the credit limit.
- (iii) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

(iv) There may be other exceptions stated elsewhere in our Agreement with you.

G. Confidentiality. We will disclose information to third parties about your Account or the transfers you make:

(i) Where it is necessary for completing transfers; or

(ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or

(iii) In order to comply with government agency or court orders; or

(iv) If you give us written permission.

H. Your Liability for Unauthorized Transfers.

(i) Tell us AT ONCE if you believe your device or code which accesses your Account (including for online banking) has been lost, stolen or otherwise learned or acquired by an unauthorized person, or if you believe that an electronic funds transfer has been made without your permission using information from your check or otherwise. The best way to minimize your loss is to call us immediately. The unauthorized use of your User ID or log on credentials could cause you to lose all of your money in your Accounts, plus any amount available under your overdraft protection if you do not notify us in a timely manner. Also, if your Account statement shows transfers that you did not make, including those made by any means, tell us at once.

You will have no liability for unauthorized transactions if you notify us within sixty (60) calendar days after the statement showing the transaction has been mailed to you. If you do not tell us within sixty (60) calendar days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) calendar days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a valid reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

We may reasonably determine that you were negligent or that you failed to exercise reasonable care, for instance, if you do not promptly report one (1) or more unauthorized transactions to us.

(ii) **How to Notify Us.** The telephone number and relevant address for notification are as follows:

Telephone: 1-800-649-2325

In writing: Beal Bank USA, Attn: Retail Customer Service
6000 Legacy Drive, Plano, Texas, 75027

E-mail: info@bealbankusa.com

I. Error Resolution Notice

In case of errors or questions about your electronic funds transfers, either call or write to us using our contact information as listed above. Call or write 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) calendar days after we sent you the FIRST statement on which the problem or error appeared. You must provide us with the following information:

- (i) Tell us your name and Account number.
- (ii) 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.
- (iii) Tell us the dollar amount of the suspected error.

If you tell us orally or electronically, we may require that you send us your complaint or question in writing within ten (10) Business days after you initially inform us. We will determine whether an error occurred within ten (10) Business days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to forty-five (45) calendar 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 of our request, we may not credit your Account.

For errors involving a transfer to or from an Account within thirty (30) calendar days after the first deposit to that Account (herein referred to as a "New Account"), or for errors involving POS or foreign-initiated transactions, we may take up to ninety (90) calendar 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.

II. FUNDS AVAILABILITY DISCLOSURE

In states other than California, this policy statement applies to "transaction" Accounts, but not to savings deposits. Transaction Accounts, in general, are Accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other Accounts of yours with us. Checking accounts are the most common transaction accounts. Savings Accounts and money market deposit Accounts are examples of savings deposits. Feel free to ask us whether any of your other Accounts might also be under this policy.

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first \$225 available on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

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 closing 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 closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

A. Same-Day Availability. Funds from electronic direct deposits to your Account will be available on the day we receive the deposit.

B. Next-Day Availability. Funds from the following deposits are available on the first business day after the day of your deposit:

- (i) U.S. Treasury checks that are payable to you.
- (ii) Wire transfers.
- (iii) Checks drawn on Bank

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

- (i) Cash
- (ii) State and local government checks that are payable to you. Cashier's, certified, and teller's checks that are payable to you.
- (iii) Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

C. Other Check Deposits Subject to Second-Day Availability

The first \$225 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$225 of the deposit is available on Tuesday. The remaining \$475 is available on Wednesday.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. The funds in the other Account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

D. Cash Withdrawal Limitation

For checks subject to second-day availability, we place certain limitations on withdrawals in cash. In general, \$225 of a deposit is available for withdrawal in cash on the first business day after the day of deposit. In addition, a total of \$450 of other funds becoming available on the second day after the day of deposit is available for withdrawal in cash at or after 4:00 P.M. on that day. Any remaining funds will be available for withdrawal in cash on the following business day.

E. Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- (i) We believe a check you deposit will not be paid.
- (ii) You deposit checks totaling more than \$5,525 on any one day. You redeposit a check that has been returned unpaid.
- (iii) You have overdrawn your Account repeatedly in the last six months.
- (iv) 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.

F. 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 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 (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the tenth business day after the day of your deposit.