#### FUNDS AVAILABILITY POLICY DISCLOSURE



This disclosure describes your ability to withdraw funds at Texas First Bank. It only applies to the availability of funds in your transaction accounts (e.g., checking accounts). We reserve the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those outlined in this policy. Please ask us if you have a question about which accounts are affected by our availability policy.

For purposes of this disclosure, the terms "you" or "your" mean customer and the terms "our," "we," or "us" mean Texas First Bank.

YOUR ABILITY TO WITHDRAW FUNDS. Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day that we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. 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 6:00 p.m. 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 6:00 p.m. or on a day that we are not open, we will consider the deposit made on the next business day we are open.

**DEPOSITS AT OTHER LOCATIONS.** This availability policy only applies to funds deposited at Texas First Bank. Please inquire for information about the availability of funds deposited at other locations.

LONGER DELAYS MAY APPLY. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the first business day after the day of your deposit. The first \$275.00 of your deposits, however, may be available on the first business day after the day of deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will send you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$6,725.00 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- if an emergency condition arises that would not enable us to make the funds available to you, such as the 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 7th business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS. If you are a new customer, the following special rules may apply during the first 30 days your account is open.

Same-Day Availability. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from cash, wire transfers, and checks drawn on Texas First Bank will be available on the day we receive the deposit if the deposit meets certain conditions. For example, the deposits must be payable to you.

Next-Day Availability. The first \$6,725.00 of a day's total deposits of the following 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.

- U.S. Treasury checks
- U.S. Postal Service money orders
- Federal Reserve Bank or Federal Home Loan Bank checks
- State or Local Government checks
- Cashier's, Certified, or Teller's checks
- Traveler's checks

The excess over \$6,725.00 of a day's total check deposits will be available on the 10th 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 \$6,725.00 will not be available until the first business day after the day of your deposit. Funds from all other check deposits will be available on the 10th business day after the day of your deposit.

HOLDS ON OTHER FUNDS FOR CHECK CASHING. If we cash a check for you that is drawn on another financial institution, 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.

HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT. If we accept for deposit a check that is drawn on another financial institution, 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.

DEPOSITS AT PROPRIETARY AUTOMATED TELLER MACHINES (ATMs). We only allow deposits to be made at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

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**CASH WITHDRAWAL LIMITATION.** We place certain limitations on withdrawals in cash. In general, \$275.00 of a deposit of checks is available for withdrawal in cash on the first business day after the day of deposit. All remaining funds will be available for withdrawal in cash on the 7th business day after the day of deposit.

**FOREIGN CHECKS.** Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

## ADDITIONAL DEPOSIT INFORMATION. Special Rules for New Accounts Opened Online

When you open a new account through Texas First Bank Online Banking, we will place an initial hold on the account for a period that will not exceed two (2) business days, beginning with the business day on which your online application is completed (or next business day if application completed on a non-business day). Deposits made during this period will not be available during this period for any purpose. When the initial hold is removed from your account, funds from your deposits, including deposits made during the initial hold period, will be available according to the other provisions of this Policy.

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## Kasasa Cash Back- Multi Level with Kasasa Saver - Truth In Savings Disclosure

This disclosure contains the rules that govern your deposit account as of August 1, 2024.

#### **Account Overview:**

- Kasasa Cash Back Multi Level: A free variable reward checking account with no minimum balance that rewards accountholders with cash back on their debit card purchases and nationwide ATM withdrawal fee refunds when they meet minimum qualifications during the account's Monthly Qualification Cycle.
- Kasasa Saver: A free, variable rate, deposit account with no minimum balance that rewards accountholders with interest when they meet the minimum qualifications associated with their linked Kasasa Cash Back-Multi Level checking account during each Monthly Qualification Cycle.

## **Purpose and Expected Use of Account**

This account is intended to be the accountholder's primary checking account in which payroll transactions and <u>day-to-day</u> spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting and entertainment transactions are posted and settled.

Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle <u>are not</u> considered normal, day-to-day spending behavior. For example, five debit card transactions, each for a dollar, conducted at a convenience store, two days before the end of the cycle would not be considered by our institution as normal, day-to-day spending behavior. These types of transactions, and other activities that appear to be conducted with the sole purpose of qualifying for the account's rewards and will be deemed inappropriate transactions and may not count toward earning the account's rewards.

The Texas First Bank reserves the right to determine if the account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts converted to a different checking account or closed altogether. We also reserve the right to convert the account to a different checking account if the account does not have consistent active use over 3 consecutive Statement Cycles.

We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted, and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. A Texas First Bank check for the remaining balance, if applicable, will be mailed to accountholder at the address indicated on our current records. Upon termination of your Kasasa Cash Back-Multi-Level with Kasasa Saver account, any optional add-on products / services associated with this account will also be terminated at the same time.

If, for whatever reason the Kasasa Saver portion of your account is closed, your account will automatically be converted to a standalone Kasasa Cash Back-Multi Level account and only the Kasasa Cash Back-Multi Level terms and conditions articulated within this disclosure will apply. If, for whatever reason the Kasasa Cash Back-Multi Level portion of your account is closed, your account will automatically be converted to a standalone regular savings account and you will receive terms and conditions that will apply to that account.

## Kasasa Saver - Interest Rate & Annual Percentage Yield (APY)

# • Compounding & Crediting:

Interest will be compounded on a monthly basis. Interest will be credited to your Kasasa Saver account on the last day of the current statement cycle. If you close your account before the interest is credited, you will not

receive the accrued interest. Interest begins to accrue on the business day you deposit noncash items (for example, checks).

"Business Day" means a calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, June 19, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 falls on a Sunday, the next Monday is not a Business Day.

"Statement Cycle" means the period of time for which our bank provides a summary of the financial activities and transactions that post and settle to the accountholder's account. Visit our website or contact your local banking center for specific Statement Cycle dates.

## • Balance Computation Method:

We use the daily balance method to calculate the interest in your Kasasa Saver account. This method applies a periodic rate to the principal in the account each day for the period. The period we use is the Statement Cycle.

#### • Interest Rate & Annual Percentage Yield:

This is a variable rate account. The interest rate and annual percentage yield may change. The interest rate is determined at our discretion, and we may change the interest rate on your account at any time, without any limitations, and without notice to you.

When your Kasasa Cash Back-Multi Level account qualifications are met during a Monthly Qualification Cycle daily balances up to and including \$20,000 in your Kasasa Saver account earn an interest rate of 1.243% resulting in an APY of 1.25%; and daily balances over \$20,000 earn an interest rate of 0.747% on the portion of the daily balance over \$20,000, resulting in a range from 1.25% to 0.83% APY depending on the account's daily balance.

When your Kasasa Cash Back-Multi Level account qualifications are not met during a Monthly Qualification Cycle, the entire daily balance in the Kasasa Saver account earns an interest rate of 0.0499% resulting in an annual percentage yield of 0.05% APY.

**Qualification Information:** To earn your account's rewards, the following enrollments must be in place and all transactions and activities must post and settle to your Kasasa Cash Back-Multi Level with Kasasa Saver account during each Monthly Qualification Cycle:

#### • Kasasa Cash Back – Level 1 Qualifications:

- o At least 15 debit card purchases
- o At least 1 direct deposit or ACH payment transaction(s)

## • Kasasa Cash Back – Level 2 Qualifications:

- O At least 30 debit card purchases
- o At least 1 direct deposit or ACH payment transaction(s)

Account transactions and activities may take one or more days to post and settle to the account and all must do so during the Monthly Qualification Cycle in order to qualify for the account's rewards.

The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by our institution as ATM transactions, non-retail payment transactions and purchases made with debit cards not issued by our institution. Transactions bundled together by merchants and received by our institution as a single transaction for the purpose of earning account rewards.

"Monthly Qualification Cycle" means a period beginning one (1) banking day prior to the first day of the current statement cycle through one (1) banking day prior to the last business day of the current statement cycle. Contact your local banking center for specific Monthly Qualification Cycle dates.

"Banking Day" means any day on which an office of the bank is open to the public for the purpose of carrying out substantially all of its banking functions or for processing.

"Business Day" means a calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, June 19, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 falls on a Sunday, the next Monday is not a Business Day.

"Statement Cycle" means the period of time for which our bank provides a summary of the financial activities and transactions that post and settle to the accountholder's account. Contact your local banking center for specific Statement Cycle dates.

#### **Reward Information:**

When Kasasa Cash Back-Multi Level account qualifications are met during a Monthly Qualification Cycle, you will receive:

• Kasasa Cash Back – Level 1 Rewards: You will receive 3% cash back on up to a total of \$200 debit card purchases that post and settle to the account during that cycle period. A maximum of \$6.00 cash back payments may be earned per Monthly Qualification Cycle. In addition, you will receive the ATM rewards as articulated below.

or

• Kasasa Cash Back – Level 2 Rewards: You will receive 4% cash back on up to a total of \$200 card purchases that post and settle to the account during that cycle period. A maximum of \$8.00 cash back payments may be earned per Monthly Qualification Cycle. In addition, you will receive the ATM rewards as articulated below.

and

• ATM Rewards: You will also receive reimbursements up to the aggregate total of \$25 for nationwide ATM withdrawal fees incurred within your Kasasa Cash Back-Multi Level account during that Monthly Qualification Cycle. We reimburse ATM withdrawal fees based on estimates when the withdrawal information we receive does not identify the ATM withdrawal fee. If you have not received an appropriate reimbursement, we will adjust the reimbursement amount if we receive the transaction receipt within sixty (60) calendar days of the withdrawal transaction. Note: ATM fee reimbursements only apply to Kasasa Cash Back-Multi Level transactions via ATM; Kasasa Saver ATM transaction fees are not reimbursed nor refunded.

and

• **Kasasa Saver Rewards:** daily balances up to and including \$20,000 in your Kasasa Saver account earn an interest rate of 1.243% resulting in an APY of 1.25%; and daily balances over \$20,000 earn an interest rate of 0.747% on the portion of the daily balance over \$20,000, resulting in a range from 1.25% to 0.83% APY depending on the account's daily balance.

When your Kasasa Cash Back account qualifications are not met, no cash back payments are made, ATM withdrawal fees are not refunded, and the entire daily balance in the Kasasa Saver account earns an interest rate of 0.0499% resulting in an annual percentage yield of 0.05% APY.

Interest will be credited to your Kasasa Saver account on the last day of the current statement cycle. The cash back payments and nationwide ATM withdrawal fee reimbursements earned in your Kasasa Cash Back – Multi Level account will be credited to your Kasasa Saver account on the last day of the current statement cycle.

APY = Annual Percentage Yield. APY calculations are based on an assumed balance of \$120,000 in your Kasasa Saver account and an assumed statement cycle of thirty-one (31) days. Rates, rewards, and bonuses, if any, are variable

and may change after account is opened; rates may change without notice to you. No minimum balance is required to earn or receive the account's rewards. Rewards less than a penny cannot be distributed. Fees may reduce earnings. You will automatically qualify for the account's rewards during your account's first statement cycle. If the account is closed before rewards are credited, you will forfeit the rewards.

#### **Additional Information:**

Account approval, conditions, qualifications, limits, timeframes, enrollments, log-ons and other requirements apply. \$50 minimum deposit is required to open the Kasasa Cash Back – Multi Level account. \$50 minimum deposit is required to open the corresponding Kasasa Saver account. Being enrolled in and having agreed to receive e-statements rather than paper statements is a condition of opening and maintaining these accounts. There are no recurring monthly maintenance charges or fees to open or close this account. Certain transaction and service fees may apply. See accompanying Fee Schedule for fees that may apply to this account. This account is not to be used for commercial purposes. If the account is closed, you will forfeit any rewards that have not been credited to your account. A Kasasa Cash Back—Multi-Level account is required to have a Kasasa Saver account. A Kasasa Saver account is required for automatic savings. Contact your local banking center for additional information, details, restrictions, reward calculations, processing limitations, cycle dates and enrollment instructions. Member FDIC. Kasasa, Kasasa Cash Back-Multi Level, and Kasasa Saver are trademarks of Kasasa, Ltd., registered in the U.S.A.

\*Lasted updated on August 1, 2024



# Addendum and Disclosure Regarding Re-presented Transactions – Consumer Accounts

Some merchants and other parties who process check, ACH, debit card, and other types of payments against your deposit accounts may attempt to process failed or refused payments more than once. The Bank does not control such third parties, and the Bank may not be able to distinguish between re-presented payments and multiple payments for the same or similar amounts. This Re-presentment Addendum and Disclosure Regarding Re-presented Transactions ("Re-presentment Disclosure") amends your deposit account agreement and describes the Bank's treatment of such payments.

To the extent this Re-presentment Disclosure conflicts with your deposit account agreement or related disclosures and documents, this Re-presentment Disclosure controls solely with respect to the timing and number of NSF Fees charged to you or your accounts. This document does not address the Bank's overdraft fees or practices. The Bank may update its NSF Fee amount or practices at any time by providing 30 days' written notice to you or as otherwise permitted by law.

YOU MAY AVOID NSF FEES BY REGULARLY KEEPING TRACK OF THE PAYMENTS YOU MAKE AGAINST YOUR ACCOUNT, AND REFRAINING FROM ATTEMPTING TO MAKE PAYMENTS THAT EXCEED THE AMOUNT OF FUNDS YOU DEPOSIT IN YOUR ACCOUNT.

**Definitions.** In this Re-presentment Disclosure,

"You," "your," or "yours" mean the Customer and "Bank" means Texas First Bank.

"**Transaction**" means a transaction that you, or a person authorized to request payments against your account, requested or otherwise authorized via a check, ACH, wire, debit card, payment card, electronic portal, or any other means to be paid against your account. You acknowledge that merchants and other third parties may present a Transaction to the Bank more than once for payment against your account.

"Re-presented Transaction" means a Transaction that a merchant or any other person presents or otherwise transmits to the Bank for payment one or more times following the Bank's refusal or failure to pay the Transaction.

"NSF Fee" means, for purposes of this Re-presentment Disclosure, a fee the Bank charges when the Bank declines a Transaction because, at the time the Transaction is processed by the Bank, the account against which the Transaction is to be paid lacks sufficient funds to pay the Transaction.

## **NSF Fees for Re-presented Transactions**

- 1. **NSF Fees.** The Bank charges an NSF Fee for each Transaction presented or otherwise transmitted to the Bank for payment. The amount of the Bank's NSF Fee is listed in the Bank's fee schedule and is currently **\$29.50**. The Bank does not charge an NSF Fee for Re-presented Transactions. The Bank will charge you an NSF Fee for each new Transaction which is presented or otherwise transmitted to the Bank for payment against your account.
- 2. **Multiple Transactions.** If you, or a person authorized to request payments against your account, gives multiple requests or authorizations for a single payment, each request will be deemed to result in a separate Transaction which may incur an NSF Fee.

YOU AGREE TO REPORT ANY ERRONEOUS FEES OR OTHER ERRORS REPORTED TO YOU ON YOUR STATEMENTS OR OTHERWISE WITHIN THE TIMELINES DESCRIBED IN YOUR DEPOSIT ACCOUNT AGREEMENT. YOU ACKNOWLEDGE THAT, AS PERMITTED BY LAW, YOU MAY LOSE YOUR ABILITY TO RECOVER ERRONEOUS FEES REPORTED ON YOUR STATEMENTS IF YOU FAIL TO TIMELY REPORT ERRORS ON YOUR STATEMENTS OR OTHER ACCOUNT NOTICES.