

## IMPORTANT ACCOUNT INFORMATION FOR OUR CUSTOMERS

Herring Bank  
2201 Civic Circle  
Amarillo, TX 79109  
(806) 677-7000

### **COLLEGE GREEN CHECKING AGREEMENT AND RELATED DISCLOSURES**

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 you 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.

**PLEASE NOTE THAT YOU ARE NOT REQUIRED TO OPEN A COLLEGE GREEN CHECKING ACCOUNT WITH HERRING BANK IN ORDER TO RECEIVE AND ACCESS ANY STUDENT DISBURSEMENTS OR RELATED FUNDS FROM YOUR SCHOOL. WHILE YOU WILL NOT BE ENTITLED TO RECEIVE ANY OTHER BENEFITS OF A COLLEGE GREEN CHECKING ACCOUNT, YOU MAY ELECT THROUGH YOUR SCHOOL TO RECEIVE AND ACCESS STUDENT DISBURSEMENTS AND RELATED FUNDS THROUGH A DIFFERENT ACCOUNT OR OTHER MEANS. PLEASE CONTACT YOUR SCHOOL FOR ADDITIONAL INFORMATION.**

This is important information about your account with:

Herring Bank  
2201 Civic Circle  
Amarillo, TX 79109-1817  
(866)348-3435

College Green Account

## TRUTH IN SAVINGS DISCLOSURE - ENROLLED STUDENT

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**MINIMUM BALANCE TO OPEN ACCOUNT** – There is no minimum balance required to open the account.

**DEPOSIT LIMITATIONS** – You may make an unlimited number of deposit(s) into your account.

**WITHDRAWAL LIMITATIONS** – You may make unlimited debit or withdrawals from your account.

**ADDITIONAL TERMS** – There is no monthly maintenance fee on your account. E –Signature required for electronic communication.

**FEES AND CHARGES** – See fee schedule

The terms and conditions and related disclosures set forth below (collectively, the “**Agreement**”) contain important information regarding your relationship and Agreement with Herring Bank and govern the use of the account issued to you by Herring Bank and include the following:

- **ELECTRONIC COMMUNICATIONS DISCLOSURE, AGREEMENT AND CONSENT**
- **AGREEMENT SUMMARY**
- **DEPOSITS, WITHDRAWALS, AND ACCOUNT MAINTENANCE**
- **FUNDS AVAILABILITY POLICY**
- **GENERAL PROVISIONS**
- **ACCOUNT INQUIRIES OR QUESTIONS**
- **ARBITRATION**
- **DISCLOSURE REGARDING ELECTRONIC FUND TRANSFERS - YOUR RIGHTS AND RESPONSIBILITIES**
- **DISCLOSURE REGARDING SUBSTITUTE CHECKS AND YOUR RIGHTS (CHECK 21 ACT)**
- **SCHEDULE OF FEES**

Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular. As used in this form, the words “**we**,” “**our**,” or “**us**” mean Herring Bank, and the words “**you**” or “**your**” mean the account holder. As used in this Disclosure, “**account**” means the account you have with us. “**Communication**” means any customer Agreements or amendments thereto, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product or service, including but not limited to information that we are required by law to provide to you in writing.

This information will also explain the products and services that you have requested and the rules that will apply to your use of these products and services. Review this information carefully and print and retain a copy of these terms and conditions for your future reference.

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## TRUTH IN SAVINGS DISCLOSURE - NON-ENROLLED STUDENT

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**MINIMUM BALANCE TO OPEN ACCOUNT** – There is no minimum balance required to open the account.

**DEPOSIT LIMITATIONS** – You may make an unlimited number of deposit(s) into your account.

**WITHDRAWAL LIMITATIONS** – You may make unlimited debit or withdrawals from your account.

**ADDITIONAL TERMS** – There is no monthly maintenance fee on your account. E –Signature required for electronic communication.

**FEES AND CHARGES** – See fee schedule

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This information will also explain the products and services that you have requested and the rules that will apply to your use of these products and services. Review this information carefully and print and retain a copy of these terms and conditions for your future reference.

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## ELECTRONIC COMMUNICATIONS DISCLOSURE, AGREEMENT AND CONSENT - ENROLLED AND NON-ENROLLED STUDENT

**Scope of Communications to Be Provided in Electronic Form** – When you use your Account or a product or service to which this Disclosure applies, you agree that we may provide you with any required Communications or disclosures in electronic format, and that we may discontinue sending paper Communications and disclosures to you. Your consent to receive electronic Communications includes, but is not limited to:

1. All legal and regulatory disclosures and Communications associated with your account;
2. Periodic disclosures or monthly billing statements for your Account require the additional enrollment;
3. Your Cardholder Agreement and any notices about a change in the terms of your Cardholder Agreement
4. Notices or disclosures about a change in the terms of your Account or associated payment feature;
5. Error resolution policies, notices and responses about claims regarding your Account; and
6. Privacy policies and notices

**Methods of Providing Communications to You in Electronic Form** – All Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose.

**E-Statement Agreement** – A requirement of this account is to receive statements and Communications through electronic means. Please be advised that if you do not consent to electronic delivery of statements and other Communications, we cannot proceed with the acceptance and processing of your Account application. In order to receive electronic statements an enrollment is required. This enrollment is made by calling (866) 335-4318 to set up online banking. Once online banking is

established go to the Manage Account section located under User Services tab and select E-statements. The bank cannot enroll you in these services; you are responsible for ensuring that all steps have been taken in order for us to deliver E-statements and other forms of electronic communications.

**How to Withdraw Consent** – You may withdraw your consent to receive communications in electronic form for any of your Accounts by contacting us at (866) 348-3435; however any withdrawal of consent will make you ineligible for this Account. At our option, we may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive electronic communications. We will not impose any fee to process the withdrawal of your consent to receive electronic communications. Any withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable period of time to process your withdrawal.

**How to Update Your Records** – It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update such information (such as your e-mail address) by contacting us at (866) 348-3435.

**Hardware and Software Requirements** – In order to access, view, and retain electronic Communications that we make available to you, you must have:

1. Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
2. An e-mail account with an Internet service provider, Internet browser and e-mail software sufficient in order to participate in our electronic Communications programs; and
3. A personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing, communications received in electronic form from us via a plain text-formatted e-mail or by access to our on-line banking site using one of the browsers specified above.

**Requesting Paper Copies** – We will not send you a paper copy of any communication from us, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic communication to you. To request a paper copy, contact us by telephone at (866) 348-3435. We may charge you a reasonable service charge for the delivery of paper copies of any communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any communication that you have authorized us to provide electronically.

**Communications in Writing** – All communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of your Online Statements, this Disclosure, your initial authorization to receive Online Statements and any changes to that authorization, and any other communication that is important to you.

**Federal Law** – You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

**Termination/Changes** – We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

**Consent** – By using the account you hereby give your affirmative consent to provide electronic Communications to you as described herein. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current email address at which we may send electronic Communications to you.

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## **AGREEMENT SUMMARY – ON CAMPUS STUDENT**

**IMPORTANT – SOME COLLEGES OFFER STUDENTS THE ABILITY TO USE THE SAME CARD TIED TO YOUR ACCOUNT AT HERRING BANK (THE “CARD”) TO MAKE PURCHASES AT “ON CAMPUS” PAYMENT TERMINALS THAT UTILIZE HERRING BANK’S DIGITAL WALLET TECHNOLOGY (“DIGITAL WALLET TRANSACTIONS”). THESE PAYMENT TERMINALS (“DIGITAL WALLET TERMINALS”) AT WHICH YOU MAY BE ABLE TO USE YOUR CARD INCLUDE, BUT ARE NOT LIMITED TO, MEAL PLAN VALUES, PRINTING, VENDING, LAUNDRY CONTROLLERS AND, IN SOME CASES, HERRING BANK ACCOUNTS. PLEASE CONTACT YOUR COLLEGE FOR ADDITIONAL INFORMATION REGARDING DIGITAL WALLET TERMINALS AND THE TERMS AND CONDITIONS GOVERNING DIGITAL WALLET TRANSACTIONS.**

**TRANSACTIONS THAT ARE CHARGED TO HERRING BANK ACCOUNTS ARE GOVERNED BY THIS AGREEMENT AND THE DISCLOSURES RELATED HERETO. PLEASE NOTE THAT THE USE OF THE CARD FOR OTHER DIGITAL WALLET TRANSACTIONS IS SUBJECT TO DIFFERENT TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, TERMS AND CONDITIONS AFFECTING YOUR RESPONSIBILITY FOR UNAUTHORIZED TRANSACTIONS INITIATED AT DIGITAL WALLET TERMINALS. DIGITAL WALLET TRANSACTIONS ARE TIED TO YOUR STUDENT ACCOUNT MAINTAINED WITH YOUR COLLEGE. FOR QUESTIONS REGARDING YOUR**

**USE OF THE CARD AT DIGITAL WALLET TERMINALS PLEASE CONTACT YOUR COLLEGE. NEITHER HERRING BANK NOR ITS AFFILIATES BEARS ANY RESPONSIBILITY OR LIABILITY FOR YOUR USE OF THE CARD AT A DIGITAL WALLET TERMINAL OR IN CONNECTION WITH A DIGITAL WALLET TRANSACTION THAT IS NOT CHARGED TO A HERRING BANK ACCOUNT.**

**Account Summary - Enrolled and Non-Enrolled Student** – Much of our relationship with our customers is regulated by state and federal law. Such laws include laws relating to negotiable instruments, the law regulating the methods of transferring property upon death and the rights of surviving spouses and dependents, the law pertaining to estate and other succession taxes, and the law regarding electronic funds transfer. This body of law is too large and complex to be reproduced here.

The purpose of this Agreement is to:

1. Summarize the rules applicable to the more common transactions;
2. Establish rules to govern transactions or circumstances which the law does not regulate; and
3. Establish rules for certain events or transactions that the law already regulates but permits variation by Agreement.

We may permit some variations from this standard Agreement, but any such variations must be agreed to in writing either on our signature card for the account or in some other written form.

**Acceptance of Agreement, Account Terms and Conditions; Liability** – This Agreement is between you, as the account holder, and Herring Bank and terms, conditions and related disclosures herein govern your use and the operation of the account unless varied or supplemented in writing. By opening the account you accept and agree to this Agreement and any future amendments as communicated to you by us from time to time in accordance with this Agreement.

By using the account you also agree to the applicable Schedule of Fees that may be imposed. You grant us the right to collect the fees, as earned, directly from your account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this Agreement. You also agree to be liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

The Account is also subject to such other terms, conditions and any other information we may provide to you from time to time on the website. To the extent of any inconsistencies between this Agreement and any other terms or conditions provided to you, the terms of this Agreement will govern the account.

**Assignment** – You may not assign or transfer any rights or obligations you may have under this Agreement, or with respect to the account, without our prior written consent. We reserve the right to transfer at any time any right or obligation under this Agreement without your consent unless otherwise stated herein.

**Amendments and Termination of Agreement** – From time to time we may amend any term of this Agreement upon giving you reasonable notice in writing or by any other method permitted by law, including, in appropriate circumstances, posting notice in our building. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Notice from us to anyone of you is notice to all of you.

**Fees and Charges** – You agree to pay all fees and charges applicable to this Account. Please refer to the Schedule of Fees for the charges associated with certain transactions and/or requests.

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**DEPOSITS, WITHDRAWALS, AND ACCOUNT MAINTENANCE – ENROLLED AND NON-ENROLLED STUDENT**

**Deposits** – Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will beat the exchange rate in effect on final collection in U.S. dollars). We are not responsible for transactions initiated by mail or outside depository until we actually record them. All transactions received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open.

We may refuse a deposit, limit the amount of a deposit, or return all or a portion of a deposit. Deposits are subject to verification by us. Checks shall be payable through a third party financial institution.

**Endorsements** – Any check or other item submitted for deposit will be endorsed exactly as it was made payable. You warrant that all endorsements on items deposited to your account are genuine. Any endorsement must be placed in the 1-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 us for losses incurred. In the absence of endorsement, you authorize us to supply any missing endorsements if items are made payable to you or your order and you have not endorsed them.

**Deposited Items Returned** – If final payment is not received on any item you deposited to your account, or if any direct deposit, automated clearinghouse deposit or electronic fund transfer to your account is returned to us for any reason, you agree to pay us the amount of the return. We may charge any account of which you are an owner, or re-present any item you deposit with us that is returned to us unpaid without prior notice to you. We may charge a fee for returned deposited items in accordance with our Schedule of Fees.

You authorize us to attempt collection of previously returned items which you deposited. In our attempts to collect these items, you agree that we may allow the payor bank (the bank on which the item is drawn) to hold the item beyond its midnight deadline. If an item you deposit is returned unpaid, you waive the requirement for notice of this return.

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If a claim is made on any item, subsequent to final payment, on the grounds that the item was altered, bears a forged or unauthorized endorsement, or was not otherwise properly payable, we may withhold credit for the item from your account until final determination of the claim. In addition, we will not be liable for a check or draft or other item that you deposit that has been forged or altered in such a way that a reasonable person could not discover the forgery or alteration.

**Direct Deposits** – If, in connection with a direct deposit plan, we deposit any amount in this account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**Deposit limitations** - You may make an unlimited number of deposits into your account. All deposit accounts are subject to this Agreement and the limitations set forth herein.

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 we receive the deposit. 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.

**Withdrawals** – When you sign the College Green Checking Account Application, you become the authorized signer, and only you may withdraw or transfer all or any part of the account balance at any time on forms approved by us. We may charge your account for a check, even though payment was made before the date of the check, unless we have received written notice of the postdating in time to give us a reasonable opportunity to act. The fact that we may honor withdrawal requests which overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations.

You agree immediately upon notice from us to deposit funds sufficient to cover the overdraft plus applicable charges. If we choose to honor any debit item that overdraws the account we do so at our discretion and will not be obligated to do so thereafter.

**Facsimile and Electronic Signatures** – You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile or electronic signature(s) may have been affixed so long as they resemble the signature specimen on the College Green Checking Account Application.

**Payment Order of Items** - The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them according to the dollar amount. We pay the smallest items first. The order in which items are paid is important if there is not enough money in your account to pay all the items that are presented. Our payment policy minimizes the number of items that may result in an overdraft or NSF fee. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amount of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

**ACH and Wire Transfers** – This Agreement is subject to Article 4A of the Uniform Commercial Code in the state in which you have your account with us. If you originate a fund transfer for which Fed wire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403 (a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**Ownership of Account and Beneficiary Designation** – You intend these rules to apply to the account depending on the form of ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. Further, the type of account you select may determine how property passes on your death. Your will may not control the disposition of funds held in some of the following accounts. I acknowledge that my College Green Checking Account is a Single-Party Account without P.O.D.(payable on death) designation. The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

I understand that if I choose to change the account ownership or add a payable on death designation to my account I must notify an account representative at Herring Bank at 1-866-348-3435.

**Stop Payments** – You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity both to verify that the item is unpaid and to act on it before our stop-payment cut-off time. We may require you to complete a form authorizing the order (find the form under the Customer Service drop down menu on your Account page). To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee. Our stop-payment cut-off time is one hour after the opening of the next banking day after the banking day on which we receive the item.

Additional limitations on our obligation to stop-payment are provided by law.

We may charge you a fee for each stop payment order and each renewal of the order as set forth in the Schedule of Fees below.

A stop payment order generally expires after six months. However, we may in our sole discretion, elect to honor a stop payment order for a longer period of time without notice to you. If you want the order to continue after six months, you must ask us to renew the order. Each renewal is treated as a new order. If you want the order to expire in less than six months a request to cancel a stop payment must be submitted in writing. Your request to cancel the order is not effective until we have a reasonable opportunity to act on it. You should not expect the stop payment to be canceled until you have received confirmation of such. We cancel the order automatically when the account on which the item is drawn is closed.

You agree to hold us harmless for the amount and for all damages, expenses and costs incurred on account of refusing payment of said item, and you further agree not to hold us liable on account of payment contrary to a stop payment order if you benefitted from such even though it may have occurred through inadvertence, oversight or accident, or if the item is not described with absolute accuracy and certainty as to all details, especially the amount of said item.

If the item is presented to us for payment after the order expires we may pay the item.

**Statements** – You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. You are also responsible for keeping track of your account available balance. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may access your available balance by accessing your account online.

If you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items forged or altered by the same wrongdoer. You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60 day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Setoff** – We may (without prior notice and when permitted by law) setoff the funds in this account against any due and payable debt you owe us now or in the future. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. We will not be liable for the dishonor of any check when the dishonor occurs because we set-off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**Dormant Accounts** – We may consider your account to be dormant if there has been no customer-initiated activity on your account for a period of six (6) consecutive months unless prohibited by applicable law. "Customer initiated activity" includes making a deposit or withdrawal, writing to us about your account, or otherwise showing an interest in the account, such as asking us to keep the account active. Charges we may impose are not considered a customer initiated activity.

If your account becomes dormant, we may do the following, subject to applicable law:

1. Stop sending monthly statement reminders; and
2. Refuse to pay items drawn on or payable out of the Account.

If you re-establish contact with us or initiate a transaction through withdrawal or deposit activity and the account returns to active status, we do not have to reimburse you for these fees.

All dormant Accounts will be subject to service charges and other charges in accordance with our Schedule of Fees.

**Escheatment** – We are generally required by law to deliver to the applicable state agency any funds in an account if you do not have activity or we cannot locate you for a period of time as defined by applicable state regulation. We will provide applicable notices to you, as required by law. You agree that we are not responsible for any funds delivered to the state in compliance with the laws of the applicable state agency.

**Court Attachments; IRS Levies; Adverse Claims** – If your account becomes subject to legal action, such as a tax levy or third party garnishment, we reserve the right to refuse to pay any money from your account, including checks or other items presented for payment, until the action is resolved. If we are required to pay an attachment, garnishment or tax levy, we are not liable to you. Payment is made after satisfying any fees, charges or other debts owed to us. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to a garnishment, levy or attachment on your account. We may charge these expenses to your account. Until we receive the appropriate court documents, we may continue to process transactions against your account, even if we have received an unofficial notification of an adverse claim. You will hold harmless and indemnify Herring Bank, its affiliates and its and their officers, directors, shareholders, employees and agents for any costs, expenses, damages or liabilities incurred by such indemnified party if we do this.

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## FUNDS AVAILABILITY POLICY – ENROLLED AND NON-ENROLLED STUDENT

THE EXPEDITED FUNDS AVAILABILITY ACT AND REGULATION CC OF THE FEDERAL RESERVE BOARD REQUIRE ALL BANKS TO NOTIFY DEPOSITORS OF THEIR FUNDS AVAILABILITY POLICIES. THIS DISCLOSURE STATEMENT IS DELIVERED TO YOU IN COMPLIANCE WITH THE REGULATION CC AND PRESENTS OUR FUNDS AVAILABILITY POLICIES.

**Determining the Availability of a 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 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 on a day

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we are not open, we will consider that the deposit was made on the next business day we are open. 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 one of your accounts. 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.

LONGER DELAYS MAY APPLY.

**Case-By-Case Delays** – In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, after we receive your deposit, 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 first business 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.

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- 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 thirty days your account is open. Funds from electronic direct deposits to your account will be made available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of 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 \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be made available until the second business day after the day of your deposit.

Funds from all other checks will be available on the eleventh business day after the day of your deposit.

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## GENERAL PROVISIONS – ENROLLED AND NON-ENROLLED STUDENTS

**Choice of Law** – This Agreement is governed and interpreted under the laws of the State of Texas.

**RELEASE AND HOLD HARMLESS** – YOU HEREBY RELEASE AND AGREE TO HOLD HARMLESS HERRING BANK, ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FROM AND IN CONNECTION WITH ANY AND ALL COSTS, EXPENSES, DAMAGES OR LIABILITIES INCURRED IN CONNECTION WITH OR AS A RESULT OF YOUR USE OF THE ACCOUNT AND YOUR CARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL COSTS, EXPENSES, DAMAGES OR LIABILITIES INCURRED IN CONNECTION WITH A DIGITAL WALLET TRANSACTION OR THE USE OF A DIGITAL WALLET TERMINAL.

**Limit on Liability** – In no event shall we be liable for any act or omission of any third party (such as, for example, any provider of telecommunications services, Internet access or computer equipment or software) or any circumstances beyond our control (such as, for example, a fire, flood or other natural disaster, act of God, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services).

**Miscellaneous** – We will not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

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## ACCOUNT INQUIRIES OR QUESTIONS – ENROLLED AND NON-ENROLLED STUDENTS

If you have inquiries regarding your account, please contact us at:

Herring Bank  
Rev. 08/2016

2201 Civic Circle  
Amarillo, TX 79109

BUSINESS DAYS: Monday, Tuesday, Wednesday, Thursday and Friday Federal Reserve Holidays are not included.

PHONE: (806) 677-7000 or (866) 348-3435

## ARBITRATION – ENROLLED AND NON-ENROLLED STUDENTS

**Terms of Arbitration** – This section of this Agreement does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. We and you agree to arbitrate all other disputes and claims between you and us. This Agreement to arbitrate is intended to be broadly interpreted. This arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and we are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to us should be addressed to: Herring Bank, 2201 Civic Circle, Amarillo, TX 79109 (the "Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (the "Demand"). If we do not reach an Agreement with you to resolve the claim within 30 days after the Notice is received, we or you may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled.

After we receive the Notice at the Notice Address that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. If you are unable to pay this fee, we will pay it directly upon receiving a written request at the Notice Address. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless we and you agree otherwise, any arbitration hearing that you attend will take place in the federal judicial district in which you reside. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, we will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies previously disbursed by us that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address), you may reject any such change by sending us written notice within 30 days of change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between you and us in accordance with this provision.

These arbitration provisions shall survive closure of your Account or termination of all business with us.

**Effects of Arbitration** – If either you or us chooses arbitration, neither you nor we will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any dispute subject to arbitration. Notwithstanding the foregoing, any question as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.

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## DISCLOSURE REGARDING ELECTRONIC FUND TRANSFERS - YOUR RIGHTS AND RESPONSIBILITIES – ENROLLED AND NON-ENROLLED STUDENTS

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference. The term "Electronic Fund Transfer" includes, transfers of funds initiated through an electronic terminal, telephone, magnetic tape, or computer for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a deposit account. This includes, without limitation, ATM and Point of Sale (POS) transfers, direct deposits, pre-authorized



withdrawals of funds, computer initiated transactions, electronic check conversion transactions and telephone transfers. This disclosure does not change or modify this Agreement and it is not a contract.

**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 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. Examples of these transfers include, but are not limited to:

**Preauthorized credits** - You may make arrangements for certain direct deposits to be accepted into your checking or savings.

**Preauthorized payments** - You may make arrangements to pay certain recurring bills from your checking or savings.

**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.

**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.

**MASTER MONEY CARD ATM transactions** – You may access your account(s) by ATM using your MASTER MONEY CARD and your personal identification number (PIN) (as applicable) to:

1. Withdraw cash from checking or savings;
2. Transfer funds from checking to savings;
3. Transfer funds from checking to checking;
4. Transfer funds from savings to checking;
5. Transfer funds from savings to savings;
6. Get balance information about checking or savings; and

Some of these services may not be available at all terminals.

**MASTER MONEY CARD point-of-sale transactions** – You may access your checking account(s) by debit card to do transactions that participating merchants will accept, including:

1. Purchase goods in person, by phone, or online;
2. Pay for services in person, by phone, or online; and
3. Get cash from a participating merchant or financial institution

**Internet Banking** – You may access your accounts by computer at [www.herringbank.com](http://www.herringbank.com) and using your USER NAME AND PASSWORD to:

1. Transfer funds from checking to savings;
2. Transfer funds from savings to checking;
3. Get balance information about checking, savings or Money Market;
4. Get withdrawal history about checking, savings or Money Market;
5. Get deposit history about checking, savings or Money Market;
6. Get transaction history about checking, savings or Money Market;
7. Bill Pay;
8. View Check Images;
9. Secure Messaging;
10. Account Alerts via Text or email; and
11. Check Order and Stop Payments.

To enroll in Internet Banking, call 866.335.4318.

Enrollment is required for on-line statements. Your username and password act as your signature to authorize any requested transactions through the online banking service. Certain transactions may be delayed based on the time of transaction and the type of transfer service you are utilizing to process the transfer.

**Limits and Fees** – Please refer to our fee disclosure for information about fees and limitations that may apply to these electronic fund transfers.

**Limitations on Frequency of Transfers** – In addition to those limitations on transfers elsewhere described, if any, the following limitations apply to your Money Market and Savings Account(s):

During any calendar month, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or computer transfer or instruction, or by check, draft, debit card or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the financial institution.

**ATM Operator/Network Fees** – 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).

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

**Preauthorized Deposits** – If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company the person or company making the deposit will tell you every time they send us the money, or you can call us at (866)348-3435 to find out whether or not the deposit has been made.

**Periodic Statements** – A requirement of this account is to receive statements through electronic means. In order to receive electronic statements an enrollment is required. This enrollment is made by calling (866)335-4318 to set up online banking. Once online banking is established go to the Manage Account section located under User Services tab and select E-statements. The bank cannot enroll you in these services; you are responsible for ensuring that all steps have been taken in order for us to deliver E-statements and other forms of electronic communications.

**Preauthorized 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. Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three 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.

**Notice of Varying Amounts** – If these regular preauthorized 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.)

**Liability for Failure to Stop Payment of Preauthorized Transfer** – If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Financial Institution's Liability; Liability for Failure to Make Transfers** – 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:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer;
2. If you have an overdraft line and the transfer would go over the credit limit;
3. If the automated teller machine where you are making the transfer does not have enough cash;
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in our Agreement with you.

**Consumer liability** – Generally, tell us AT ONCE if you believe your card and/or code 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 business days, you can lose no more than \$50 if someone used your card and/or code without your permission. (If you believe your card and/or code has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission.)

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

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time period.

**Additional Limits on Liability for MasterCard(R) Debit Card (When Used for all transactions conducted with a MasterCard branded card, including PIN based transactions at the Point of Sale "POS" and Automated Teller Machine "ATM" if**

1. You can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft; and upon becoming aware, promptly reporting the loss or theft to the issuer.
2. You have not reported to us two or more incidents of unauthorized use within the prior twelve-month period; and
3. Your account is in good standing.

**If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. "Unauthorized use" means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limit on liability does not apply to ATM transactions or to transactions using your personal identification number which are not processed by MASTERCARD.**

**Contact in Event of Unauthorized Transfer** – If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in 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 in this disclosure, 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 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any);
2. 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; and
3. Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we 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 we decide to do this, we will credit your account within 10 business days (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 we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you has an established account with us before the account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

**Confidentiality** – We may disclose information to third parties about your account or the transfers you make, including:

1. Where it is necessary for completing transfers;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government agency or court orders such as any subpoena, summons, court or administrative order, or other legal process which we believe requires our compliance;
4. As otherwise described in our privacy policies;
5. If you give us your written permission; or
6. If not otherwise prohibited by law

**Notice of Negative Information** – Federal law requires us to provide the following notice to customers before any “negative information” may be furnished to a nationwide consumer reporting agency. “Negative information” means information concerning delinquencies, late payments, insolvency, or any form of default. This notice does not mean that we will be reporting such information about you, only that we report such information about customers that have not done what they are required to do under our Agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

**We may report information about your account to credit bureaus, including late payments, missed payments, or other defaults on your account.**

**Notice of ATM/Night Deposit Facility User Precautions** – As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember; do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.

11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

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## **DISCLOSURE REGARDING SUBSTITUTE CHECKS AND YOUR RIGHTS (CHECK 21 ACT) – ENROLLED AND NON-ENROLLED STUDENTS**

As an account holder, you may see substitute checks from time to time, such as when you receive your account statement with copies of your checks, when you view your account information online, or when you request a copy of your original check for proof of payment. The following substitute check disclosure provides information about substitute checks and your rights. So you will recognize a substitute check when you receive one, we have also included an illustration of the front side of a substitute check along with an explanation of the substitute check's components.

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

To make check processing faster, federal law permits 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 day(s) after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar day(s) 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:

Herring Bank  
2201 Civic Circle  
Amarillo, TX 79109  
Phone: (866)348-3435

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 the following:**

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

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- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the amount of the check and the name of the person to whom you wrote the check.

**Substitute check image:**



An image of the original check appears in the upper right-hand corner of the substitute check.

A substitute check is the same size as a standard business check.

The information in asterisks relates to the "reconverting bank" - the financial institution that created the substitute check.

The information in brackets (appears sideways facing check image) relates to the "truncating bank" - the financial institution that took the original check out of the check processing system.

The Legal Legend states: This is a legal copy of your check. You may use it the same way you would use the original check.

The MICR lines at the bottom of the image of the original and at the bottom of the substitute check are the same except for the "4" at the beginning of the substitute check number, which indicates that it is a substitute check being moved forward for collection purposes. It is also possible for a substitute check number to begin with a "5" if the item is being returned. The rest of the MICR line is the same as the original check to ensure that it is processed as though it were the original.

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# SCHEDULE OF FEES

## ENROLLED STUDENT

**Limits and fees** - The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account. These fees apply to your College Green account while you are a student as reported by your educational institution. Additional fees may apply if you do not maintain an enrolled student status. **See bottom of Schedule of Fees for criteria that determines enrolled student status and additional fees.**

Bank to Bank ACH transfer	Free
Balance inquiry from Internet Banking	Free
Balance inquiry from Phone Banking	Free
Balance inquiry at Herring Bank ATM	Free
Balance inquiry at Allpoint Network ATM	Free
Cash withdrawal at Allpoint Network ATM	Free
Balance inquiry at ATM (not owned by bank or part of Allpoint Network)	\$1.00(plus any fee the ATM owner charges)
Cash withdrawal at ATM (not owned by bank or part of Allpoint Network)	\$1.50(plus any fee the ATM owner charges)
Frequency limit	10 transactions per day
Daily Dollar Limit ATM withdrawals and POS purchases combined	\$1005.00 per day
Non ATM Cash Advance Fee	\$4.00
Check printing: First order of personalized checks	Free
Next check order:	Fee depends on style of check ordered
Mailed Cashier's Check	\$10.00
Cashier's Check	\$2.00
A nonsufficient funds fee may be imposed on check transactions or ACH drafts only.	
Nonsufficient funds (each NSF paid)	\$15.00
Nonsufficient funds (each NSF not paid)	\$15.00
Nonsufficient funds (daily maximum on unpaid items)	\$30.00
Special statement cutoff	\$5.00
Account research	\$15.00 per hour
Account research will include a fee of \$15.00 an hour plus \$10.00 a statement.	
Internet Banking Statement	Free
Copy of statement- paper (requested via Call Center)	\$5.00
Stop payment - all items	\$15.00
Stop payment - check	\$15.00
Stop payment - electronic fund transfers	\$15.00
Wire transfer (outgoing).	\$30.00
Incoming	\$0.00
International (outgoing)	\$45.00
Dormant account fee (after 180 days of no transaction activity)	\$10.00 per month

## **NOT ENROLLED AS A STUDENT**

**THESE FEES APPLY TO AN ACCOUNTHOLDER THAT DOES NOT HAVE AN ENROLLED STUDENT STATUS. An enrolled student is defined as a person enrolled in a College/University as confirmed by the College/University in their transmission of data to us each semester you have an active student status.**

An overdraft fee may be imposed for accountholders that opt-in to the service for transactions that are paid as a result of ATM withdrawals or other electronic means.

Cash withdrawal fee at Herring Bank ATM	\$0.00
Cash withdrawal fee at Non-Herring Bank ATM	\$2.00
ATM cash withdrawal dollar limit	\$305.00 per day
Non ATM cash advance fee	\$4.00
Balance inquiry at Non-Herring Bank ATM	\$1.00
Balance inquiry at International ATM	\$2.00
Point of sale daily limit	\$1,000 per day
Daily overall debit card limit	\$1305.00 per day
ATM/Debit card replacement (Embossed)	\$5.00
ATM/Debit card replacement (Flat Debit Card) – after 2 <sup>nd</sup> card	\$1.00
ATM/Debit card replacement (Multiple card on accountholder)	\$10.00
Excessive item – Savings	\$2.00
Excessive item – Money Market	\$10.00
Check printing	Varies by check style
Cashier's check	\$2.00
Mailed cashier's check	\$10.00
Overdraft Fee Per Item (The overdraft fee applies to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means)	\$25.00
Overdraft maximum charge	\$100.00 per day
Nonsufficient funds paid per item ( check transactions or ACH drafts)	\$25.00
Nonsufficient funds returned per item	\$25.00
Nonsufficient funds (daily maximum)	\$100.00
Overdraft protection transfer	\$5.00
Deposited checks returned unpaid (original items not returned in your Statement will be shred in 30 days)	\$10.00
Account activity printout	\$2.00
Special Statement Cutoff	\$2.00
Account research	\$25.00 per hour
Paper statement	\$2.00
Stop payment – all items	\$15.00
Wire transfer (incoming)	\$10.00
Wire transfer (outgoing domestic)	\$20.00
Wire transfer (outgoing international)	\$60.00
Charge off fee (there will be a fee of 30.00 plus tax for any account that is closed and charge off. CCI Check Recovery is our charge off collector and they will be contacting our customers to get amounts owed to bank plus fees paid in full.	\$30.00 plus tax
Money Order	\$2.00
Counter check printing per page	\$2.00
Fax service per page	\$2.00
Returned mail	\$2.00
Deposit correction	\$1.00
ACH Bank to Bank transfer	\$5.00
Automobile draft	\$7.00
Collection items domestic	\$15.00
Collection items international	\$50.00
Garnishments/Executions/Levy (+ Legal Fees)	\$50.00
Dormant Account Fee – per month after 180 days of no transaction activity	\$10.00
Early Account Closing (within first 30 days)	\$25.00
Account reopen	\$10.00
Notary services	Fee established by state law