

# OnCommand Internet Banking Disclosure

By registering for OnCommand online banking and agreeing to the terms and conditions below, you are demonstrating to us that you have the ability to receive documents electronically. You agree that you have the appropriate hardware and software you will need to receive documents electronically and understand how to request paper copies. You should review the terms and conditions below carefully before consenting. If you have any questions, please contact First Command Bank.

## Electronic Delivery Agreement

By electing eDelivery, you affirmatively consent and agree to permit First Command Financial Planning, Inc., First Command Bank, its parent company and affiliated companies (together "First Command") to enter into transactions, make disclosures and provide notices to you in electronic form instead of in writing for purposes of entering into agreements with First Command and/or receiving delivery of communications from First Command (together referred to herein as "Communications").

Your consent shall apply to all Communications, including but not limited to: the Bank Depository Agreement, Description of Services Brochure, Privacy Policy, and other First Command disclosure documents; financial plans; product offering documents; prospectuses; agreements; regulatory disclosures; notices concerning any change in the terms of your relationship or agreements; and/or other documents as they may be made available.

You affirm that you have provided a valid electronic mail (email) address, have access to the Internet and are at least 18 years of age. You also affirm that you have installed Adobe Acrobat Reader to view your Communications. You can download Adobe Acrobat Reader at no charge by visiting [www.adobe.com](http://www.adobe.com).

Unless otherwise required by law, Communications will generally be sent to you via email and may include an attachment or a web link to allow you to retrieve information. You may also need to register and access First Command's web portals, OnCommand and Command Center™, or another website made available to you by First Command, to retrieve information. Communications will be sent to the email address that you have provided to us. You agree to update your email address by notifying us in case of any changes.

You may download or print Communications for your future reference and record keeping purposes. You have the right to request and receive Communications in paper form by contacting us. You may either call First Command Bank at 1.888.763.7600 or First Command Financial Planning, Inc., at 1.800.443.2104. Or you may write First Command Bank at PO Box 901041, Fort Worth, TX 76101 or First Command Financial Planning, Inc., at PO Box 2387, Fort Worth, TX 76113-2387. You agree that you accept electronic delivery of the Communications, regardless of whether a particular document is accessed or viewed.

Your consent to accept electronic delivery of the Communications is effective until revoked by First Command or you. If you withdraw your consent, you should keep in mind that paper surcharge fees may be applicable for delivery of certain types of Communications

in paper form. You may withdraw your consent to receive Communications in electronic form by sending us a secure message via OnCommand, calling 1.888.763.7600 or by writing to First Command Bank at PO Box 901041, Fort Worth, TX 76101 or by writing to First Command Financial Planning, Inc., at PO Box 2387, Fort Worth, TX 76113-2387. You may also contact us at 1.800.443.2104 for assistance with withdrawing your consent.

By agreeing to this Electronic Delivery Agreement, you acknowledge that you have carefully read, understand, and agree to the terms and conditions herein; represent and warrant that you are authorized to make this election; and indicate your informed and affirmative consent to the termination of paper copies and the transmission of an electronic notice to a designated email address(es) as the only notice sent when Communications become available. Your request shall apply to all accounts for which you are an owner, joint owner, custodian, trustee, or participant.

## For Bank Statements and Notices

Communications (monthly statements, notices, and year end tax statements) will be available to you online via First Command Bank's web portal, OnCommand. You will be notified by electronic mail (email) when Communications are available to be viewed online. The email notification(s) will be sent to the email address established when registering with this service, or that has otherwise been provided by you.

You are responsible for maintaining the confidentiality of your user ID and password, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your user ID or password. You are agreeing to abide by the terms and conditions as they may be amended from time to time; amended terms will be posted on the OnCommand website. Your continued use of the site will constitute your acceptance of the then-current terms and conditions.

Each individual or joint account holder must have their own unique log in credentials. If you decide to share an online banking profile, then we will only assist the owner of the online profile if the account gets locked out or a password reset needs to be done.

You agree to update your email address in the case of any changes. You can provide your new email address for eStatement notification by updating your profile in OnCommand. First Command Bank requires that your email address be the same in OnCommand and eStatements.

## OnCommand Disclosure and Terms and Electronic Funds Transfer Disclosure

This Online Banking Agreement and Electronic Funds Transfer Disclosure ("Agreement") provides information about the OnCommand service and contains the disclosures required by the Electronic Funds Transfer Act.

For the purposes of this document, "you" and "your" shall refer to each person who contracts with First Command Bank for OnCommand. "We", "our", and "Bank" shall refer to First Command Bank.

## OnCommand

"OnCommand" is a consumer electronic banking service provided by First Command Bank ("Bank"). You may access OnCommand through the Bank's web page on the Internet.

## Banking Day

Bank's business days ("Business Days") are Monday through Friday. Holidays and weekends are not Business Days.

## Services Available through OnCommand

OnCommand allows you to:

1. Access any account to pay most bills;
2. Transfer funds electronically between all checking and savings accounts registered in your name within First Command Bank or with another financial institution;
3. Obtain account information;
4. Obtain certain bank product and service information;
5. Initiate stop payment orders;
6. Request wire transfers;
7. Update contact information;
8. Communicate with bank representatives via secure messaging; and
9. Apply for new products.

## General Information About OnCommand

You may use OnCommand virtually any time, day or night, 7 days a week. However, OnCommand may be temporarily unavailable due to record updating or technical difficulties. In addition, access to OnCommand is made available pursuant to a license agreement by and between Bank and Online Resources & Communications Corporation. Any interruption of service or access caused by Online Resources will also prevent your use of OnCommand. To utilize OnCommand, you will need to satisfy the system's security procedures which are described below.

## Transaction Procedures

Bill Payments and Transfers may be processed in different transaction modes. They are as follows:

1. Bill Payments with a Deliver By date ("Deliver By") submitted prior to 10:00 A.M. Central Time will be processed on the Deliver By date. Bill Payments submitted after 10:00 A.M. Central Time will be processed on the next Business Day.
2. Transfers will be processed on the Transfer Date.
3. Bill payments or Transfers with a Future Date ("Future Date") may be made up to 365 days in advance of the scheduled Deliver By ("Deliver By") date.
4. Bill payments or transfers established as a recurring transaction will have a designated start date, end date, and the preferred recurrence (i.e., weekly, bi-weekly, monthly, etc.)

## Bill Payments

**Account Designation and Payees.** All Bill Payments you initiate via OnCommand will be deducted from the selected account. You may have an unlimited number of payees. Any payee you designate must be payable in U.S. Dollars and located in the United States. Each payee must appear on the payee list you create with Bank and the account you are paying with must be in your name. You may not use OnCommand to make payments to a federal, state or local governmental or tax unit, or to other categories of payee designated from time to time.

**Processing.** Funds will be taken out of the selected checking account on the Transfer Date you have designated. In many cases, Bill Payments are electronically delivered to the payee within two Business Days of the Transfer Date. However, some payees are not equipped to accept electronic payment. In these cases, a check will be sent, which may take up to five business days to process and deliver to the payee. OnCommand will provide an indication of how many days it is estimated to take for the check to reach the designated payee.

You must allow sufficient time (2 or 5 Business Days, as indicated) for your Bill Payment requests to be received and processed so the funds can be delivered to the payee on or before the pay-

ment due date. If you do not allow sufficient time, you are responsible for all late fees, finance charges, or other actions taken by the payee. If you schedule your payment with sufficient time, and the payment was not received by the payee, or was received late, Bank will assume responsibility for the late payment subject to the following section and the Account Information Disclosure section of this Agreement.

Bank is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee. Bank is not liable in any way for damages you incur if you do not have sufficient funds in your account to make the payment on the Transfer Date, if the estimate of time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for or credit the payment in a timely manner, or for any other circumstances beyond the control of Bank.

Bank will *attempt* to notify you on the Initiation Date if a Bill Payment is not processed because there are insufficient funds available in your account. Bank is not responsible if unable to reach you, whether or not this is due to events beyond the control of Bank. Bill Payments that are not processed due to insufficient funds will be automatically resubmitted the next Business day after the original attempt. If rejected a second time, Bill Payment will not be resubmitted, and you must make alternate arrangements or reschedule the payment through OnCommand.

## Transfers

**InterBank Transfers.** Transfers between your accounts with Bank and account(s) held at other financial institutions ("InterBank Transfers") are submitted through an automated clearing house (ACH) debit against the account funds are being transferred from and an ACH credit to the account(s) funds are being transferred to.

**Account Designation.** In order to be accessible by OnCommand, accounts maintained at the other financial institutions ("Foreign Accounts") must be either a checking or a savings account and must be accounts maintained under your name. You must provide the name of the financial institution, the account number, and a transit-routing number.

1. **Funds Availability.** Funds from InterBank Transfers will be available for withdrawal in accordance with the funds availability policy of the institution(s) holding the Foreign Account that received the funds. Generally, the account holding institution will receive the funds no later than four Business Days following the Transfer Date.
2. **Transfer Between Two Financial Institutions Other Than Bank.** To transfer funds between two financial institutions other than Bank, you must first Transfer funds from one institution into your account at Bank and then transfer funds from that account to the second institution.

**IntraBank Transfers.** Transfers between accounts you maintain with Bank are referred to as "IntraBank Transfers."

**Funds Availability.** Transfers made during the session will be posted immediately following submission. Transfers designated as Future or Recurring transactions will be processed by 10:00 A.M. of the Transfer Date and will be credited immediately upon processing.

## Limitations on Services

**Dollar Limitations.** Any Bill Payment or Transfer is limited to \$25,000.00 or the balance available in the applicable account, per transaction.

**General Limitations.** Except as provided herein, all Bill Payments and Transfers to and from an account are subject to the terms and conditions applicable to such account as set forth in the account agreement governing such account. Transfers from a Money Market Savings Account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, or similar order are limited to six per statement cycle.

**Available Funds Required.** All Bill Payments and Transfers initiated through OnCommand are subject to sufficient funds being available in the affected account to cover the Transfer on the Transfer Date or earlier if required by this Agreement. Account may be subject to applicable fees, see Available Balance Display section below.

#### **Stopping or Modifying Authorized Payments**

Payments with a Transfer Date of Today cannot be stopped, canceled, or changed once submitted. Future dated or Recurring Transfers may be changed or canceled until midnight of the Business Day prior to the Transfer Date.

#### **Authorization To Charge Accounts**

You authorize Bank to charge your designated account(s) for any transactions requested via OnCommand, including the amount of any Bill Payment or Transfer that you make. You authorize Bank to process Bill Payments and Transfers according to the instructions received from you via OnCommand. You authorize Bank to initiate any reversing entry or reversing file, and to debit your accounts at Bank or elsewhere, in order to correct any mistaken credit entry. You understand that if a Bill Payment or Transfer request describes the beneficiary inconsistently by name and account number, execution of the request will occur on the basis of the account number, even if it identifies a person different from the named beneficiary. Further, Bank and other financial institutions to which a Bill Payment or Transfer request is forwarded may rely on any Bank identification number supplied by you as a means to identify any other Bank, even if the identification number is different than the Bank named by you. Your obligation to pay the amount of the Bill Payment or Transfer to Bank is not excused in such circumstances.

#### **Fees**

If the deposit account from which a Bill Payment or Transfer is made is subject to per-item fees for excessive debit transactions, such as Money Market Savings accounts, a fee will be charged for each OnCommand Bill Payment or Transfer in excess of the specified limit. Current fee amounts are available at [www.firstcommandbank.com](http://www.firstcommandbank.com).

#### **Security**

*You agree to protect your password. We reserve the right to terminate your access to the Site to protect you or us if we believe someone other than you is using your profile.*

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer and mobile device. You agree to notify us promptly of any unauthorized use of your password or breach of security. We may terminate your Site access to protect your interests or our interests.

You represent that you have considered the security procedures of OnCommand and find that the security procedures are commercially reasonable for verifying that a Bill Payment, Transfer or other communication purporting to have been initiated by you is, in fact, yours.

If the OnCommand security procedures are not, in your judgment, commercially reasonable, you must inform Bank within 30 days from the date OnCommand becomes available to you. This does not mean Bank is required to change the security procedures because you have the option of terminating this Agreement and your participation in OnCommand if you are not satisfied. If you wish to terminate your OnCommand Agreement please telephone the Bank at 1-888-763-7600.

#### **Liability for Unauthorized Use**

You must notify Bank immediately if you believe that your Password may have become known to an unauthorized person. Telephone is the best way of keeping possible losses to a minimum. If you indicate that an unauthorized Transfer or payment has occurred, you may be required to sign an affidavit. For additional information related to your Liability for unauthorized use, please see your First Command Bank Depository Agreement: [www.firstcommandbank.com/depository-agreement.pdf](http://www.firstcommandbank.com/depository-agreement.pdf).

#### **Notification of Unauthorized Transaction or a Lost or Stolen Access Device**

If you believe your Password has become known by an unauthorized person, or that someone has transferred money or made payments without your permission, you must immediately call First Command Bank at 1-888-763-7600. Written notification of such unauthorized use should be forwarded to First Command Bank, 1 FirstComm Plaza, Fort Worth, TX 76109.

#### **Liability for Failure To Make Bill Payments or Transfers**

If Bank does not complete a Bill Payment or make a Transfer on time, or in the correct amount according to your instructions given in accordance with this Agreement, Bank will be liable for resulting losses and damages. However, there are some exceptions. Bank will not be liable, for instance, if:

1. Through no fault of ours, your account does not contain sufficient funds to make the Bill Payment or Transfer.
2. The equipment, phone lines, or computer systems were not working properly or were temporarily unavailable.
3. Circumstances beyond our scope of control, such as fire or flood, prevented the payment or Transfer, despite reasonable precautions that we have taken.
4. A court order or legal process prevents us from making a Transfer or Bill Payment.
5. If we have a reasonable basis for believing that unauthorized use of Password, or designated account has occurred or may be occurring, if you default under this Agreement, or if you or we terminate this Agreement.
6. The payee does not process a payment correctly, or in a timely manner.

There may be other exceptions stated in your agreement with Bank.

If any of the circumstances listed in subparagraph (3) or (4) shall occur, Bank shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct transactions that were processed incorrectly.

#### **Available Balance Display**

Your available balance may be adjusted by your Overdraft limit as well as temporary transaction holds and may not be available for all transaction types.

If you have overdraft protection on your account, a per item fee will be charged each time your Overdraft limit is accessed. Our current fee schedule can be found at [www.firstcommandbank.com](http://www.firstcommandbank.com). You have 30 days to pay back the amount owed on your Overdraft limit.

#### **MobileCommand**

"MobileCommand" (also referred to as MCommand) is an available addition to OnCommand which allows consumers to access accounts via mobile devices.

MobileCommand is inclusive of the terms and conditions of OnCommand Disclosure and Terms, and the Electronic Funds Transfer Disclosure including, but not limited to transaction limits, transaction processing, and system availability.

#### **Services Available through MobileCommand**

MobileCommand allows you to perform the following functions on supported mobile devices:

1. Download and install the mobile application;
2. Check balances and account history;
3. Download up to 500 items of transaction history;
4. Display and delete scheduled bill payments;
5. Schedule same-day and future, one-time bill payments to existing payees;
6. Initiate same-day, one-time funds transfers between own accounts at Bank; and
7. Send and receive secure in-session messages to/from customer service.

You must have internet access on your mobile device to use MobileCommand. Mobile devices which can be used for MobileCommand can be found at [www.firstcommandbank.com](http://www.firstcommandbank.com).

### MobileCommand Requirements and Limitations

- Your mobile device must be on the list of supported devices.
- All bill payment payees must be established within Online Banking before payments can be made to the payee via MobileCommand.
- You will not be able to access all functions/services that are accessible via OnCommand. Examples include, but are not limited to, electronic statement, check reordering, third party account transfer, and account aggregation services.
- The account balances presented to you in Mobile Banking are not necessarily your current balances. If you attempt to make a payment or transfer to be executed immediately, your current balance will be obtained to ensure that you have proper funds for the payment or transfer.
- Please check with your mobile service provider for details on specific fees and charges they might charge you.

### In Case of Errors or Questions About Your Electronic Transactions

You must contact Bank at 1-888-763-7600 or write to 1 FirstComm Plaza, Fort Worth, TX, 76109, at once, if you think your statement or receipt is wrong or if you need more information about a Bill Payment or Transfer listed on the statement or receipt. Bank must hear from you no later than 60 days after we send the statement on which the problem or error appeared. A statement is considered to have been sent when it is first made available. When you contact us in this regard, you must:

1. Provide your name and account number.
2. Describe the error or payment you are unsure about, and explain as clearly as you can why you believe it is an error or why you need additional information.
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint or question in writing within ten Business Days. We may require you to provide your complaint in the form of an affidavit.

You will be informed of the results of the investigation within ten business days (20 Business Days if the suspected error occurred outside the United States or if it occurred at a merchant location for the purchase of goods and services.) We will promptly correct any error, if determined. If we need more time, however, we may take up to 45 calendar days (90 days if outside the United States or if it occurred at a merchant location for the purchase of goods or services) to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten business days (20 business days if the suspected error occurred outside the United States or if it occurred at a merchant location for the purchase of goods or services) for the amount of the alleged error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten days, we may not re-credit your account.

If we determine that there is no error, we will send a written explanation within three Business Days after we finish our investigation. You may request copies of the documents that we reviewed in our investigation, subject to applicable confidentiality requirements and privileges.

### Other Problems

If you believe an error other than an electronic funds Transfer problem has occurred concerning a deposit account, you will refer to your monthly statement for instructions regarding how to have your question resolved or correct an error.

### Account Information Disclosure

Consistent with the Bank's Privacy Policy, which can be found at <http://www.firstcommandbank.com>, Bank will disclose information to third parties about your account and the Bill Payments or Transfers you make:

1. When it is necessary for verifying or completing payments or Transfers, or resolving a problem relating to a payment or Transfer.
2. In order to verify the existence and the 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 order.
4. If you give us your written permission.
5. As otherwise permitted in Bank's Deposit Agreements, by law, or as required by government regulations.

### Documentation And Verification of Payments and Transfers

**Reference Numbers.** Upon completion of a transaction, a reference number will be provided by Bank. You should record this number, along with the payee, scheduled date and transaction amount in your checkbook register (or other permanent record), because this will help in resolving any problems that may occur. No printed receipts are issued.

**Periodic Statements.** Information concerning OnCommand transactions will be shown on your normal monthly statement for the account to and from which Transfers or Bill Payments are made whether or not any transactions have occurred.

**Recurring Deposits.** If you have arranged to have deposits made to your deposit account at least once every 60 days from the same person or company, you can find out whether or not the deposit has been made by viewing your accounts in OnCommand or call the Bank at 1-888-763-7600.

### Other Conditions

You are responsible for complying with all terms of this Agreement and the regulations governing the deposit accounts which you access using OnCommand. Bank can terminate your OnCommand privileges without notice to you if you do not pay any fee required in this Agreement when due or if you do not comply with your obligations under this Agreement. The regulations governing your deposit account are set forth in Bank Depository Agreement and Disclosures, a copy of which is available from Bank or can be located at [www.firstcommandbank.com](http://www.firstcommandbank.com).

### Change In Terms

Bank will mail or deliver a written notice at least 21 days before the effective date of any change in a term or condition disclosed in this Agreement, if the change would result in increased fees or charges, increased liability for you, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amounts of electronic fund transfers, unless prior notice is excused by law.