



MAYPEARL, TX



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Privacy Policy

FACTS

WHAT DOES THE COWBOY BANK DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number
- Account balances
- Payment history
- Transaction history
- Credit history
- Account transactions
- When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons The Cowboy Bank chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION

DO WE SHARE?

CAN YOU LIMIT?

For our everyday business purposes:

such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus

Yes

No

For our marketing purposes:

to offer our products and services to you

No

We Don't Share

For joint marketing with other financial companies:

No

We Don't Share

For our affiliates' everyday business purposes:

information about your transactions and experiences

No

We Don't Share

For our affiliates' everyday business purposes:

information about your creditworthiness

No

We Don't Share

For nonaffiliates to market to you:

No

We Don't Share

QUESTIONS?

Call 972-435-2131 or go to www.cowboybank.com

WHAT WE DO

How does The Cowboy Bank protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does The Cowboy Bank collect my personal information?

We collect your personal information, for example, when you:

- open an account
- apply for a loan
- make deposits or withdrawals from your account
- make a wire transfer
- show your government-issued ID

We also collect your personal information from others, such as credit card bureaus, affiliates, or other companies.

Federal law gives you the right to limit only:

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you

<p>Why can't I limit all sharing?</p> <ul style="list-style-type: none"> • sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>	
DEFINITIONS	
Affiliates	<p>Companies related by common ownership or control. They can be financial and non financial companies.</p> <ul style="list-style-type: none"> • The Cowboy Bank has no Affiliates.
Non Affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • The Cowboy Bank does not share with non Affiliates so they can market to you.
Joint Marketing	<p>A formal agreement between non affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • The Cowboy Bank does not jointly market.

OTHER IMPORTANT INFORMATION

For Texas Customers. The The Cowboy Bank is chartered, licenced or registered under the laws of the State of Texas and by state law is subject to regulatory oversight by the Texas Department of Banking. The Cowboy Bank also engages in the business of selling stored value cards as an agent for TIB The Independent BankersBank, which is licensed under the laws of Texas and is subject to regulatory oversight by the Texas Department of Banking.

After first contacting The Cowboy Bank, if you still have an unresolved complaint regarding the company's stored value card activity, please direct your complaint to the Texas Department of Banking.

Any Consumer wishing to file a complaint against The Cowboy Bank should contact the Texas Department of Banking through one of the means indicated below:

Texas Department of Banking
2601 North Lamar Boulevard
Suite 300
Austin, Texas 78705-4294
Toll Free: (877) 267-5554
Fax No. (512) 475-1313
E-mail: consumer.complaints@dob.texas.gov
Website: <http://www.dob.texas.gov>

Electronic Fund Transfers

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.

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 for example, from U.S. Treasury, Social Security, Retirement, Company Payroll to be accepted into your checking or savings accounts.
- **Preauthorized Payments**
You may make arrangements to pay certain recurring bills from your checking or savings accounts.
- **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.

You may access your account by telephone using your touchtone telephone, account numbers, and personal identification number (PIN) to:

- transfer funds from Checking to Checking
- transfer funds from Checking to Savings
- transfer funds from Savings to Savings
- transfer funds from Savings to Checking
- make payments from Checking to Loan
- make payments from Savings to Loan
- get balance information about checking, savings, certificate of deposit, line of credit or Loan
- get withdrawal history about checking, savings, certificate of deposit, line of credit or Loan
- get deposit history about checking, savings, certificate of deposit, line of credit or Loan
- get transaction history about checking, savings, certificate of deposit, line of credit or Loan

You may access your account for telephone transactions at the following number(s) and during the following hours:

(972)435-6102, 24 hours a day:

- withdraw cash from checking get balance information about checking
- Some of these services may not be available at all terminals.

MasterCard Check Card Point-Of-Sale Transactions.

You may access your checking account(s) by debit card to do transactions that participating merchants will accept, including:

- purchase goods in person, by phone or online
- pay for services in person, by phone or online
- get cash from a participating merchant or financial institution

Foreign Currency Conversion And Cross-Border Transactions

If you effect a transaction with your Card in a currency other than US Dollars, MasterCard® will convert the charge into a US Dollar amount. The MasterCard currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

MasterCard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, MasterCard charges us an Issuer Cross-Border Assessment of 80 basis points (.8% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. The fee we charge you for cross-border transactions/currency conversion is disclosed separately. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder.

Internet Banking

You may access your accounts by computer at www.cowboybank.com by using your social security number and Password to:

- transfer funds from Checking to Checking
- transfer funds from Checking to Savings
- transfer funds from Savings to Savings
- transfer funds from Savings to Checking
- make payments from Checking to Loan
- make payments from Savings to Loan
- get balance information about checking, savings, certificate of deposit, line of credit or Loan
- get withdrawal history about checking, savings, certificate of deposit, line of credit or Loan
- get deposit history about checking, savings, certificate of deposit, line of credit or Loan
- get transaction history about checking, savings, certificate of deposit, line of credit or Loan

Bill Payment Service

You may access this service by computer at www.cowboybank.com by username and password. You may access this service to:

- make payments from your checking and savings to Third Parties

Some payments made by paper check will not be subject to this Electronic Fund Transfers disclosure. See your service agreement for details.

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

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

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply to your Savings, Money Market account(s):

During any calendar month or statement cycle of at least four weeks, 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 instruction. No more than three of the six transfer may be made by check, draft, debit card (if applicable) 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

For security reasons, there are other limits on the number of transfers you can make using our For security reason, there are other limits on the number of transfers you can make using our terminals.

- 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 transfer. You can get a receipt the same 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 Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:
 - the person or company making the deposit will tell you every time they send us the money.
 - you can call us at (972) 435-2131 to find out whether or not the deposit has been made.
- Periodic Statements. You will get a monthly account statement from us for your Checking and Money Market account(s).

You will get a monthly account statement from us for your, Savings, account(s), unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

Right To Stop Payment And Procedure For Doing So

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 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 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.

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:

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

We will disclose information to third parties about your account or the transfers you make:

- where it is necessary for completing transfers; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- in order to comply with government agency or court orders; or
- - where it is necessary for completing transfers; or
 - in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
 - in order to comply with government agency or court orders; or
 - as described in our privacy policy disclosure, provided separately

(A) 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 2 business days after you learn of the loss or theft of your card and/or code, 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 2 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, including those made by card, code or other means, 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 will extend the time periods.

Additional Limits On Liability For MasterCard® Debit Card For Point-Of-Sale Transactions.

You will not be liable for any unauthorized transactions using your MasterCard® Debit Card, when used for point-of-sale transactions, if:

- you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft,
- you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and
- 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 limitation on liability does not apply to PIN-based transactions or transactions not processed by MasterCard®.

(B) 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 brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check without your permission.

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, 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.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, 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 already has an established account with us before this 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.

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

The Cowboy Bank of Texas

Bookkeeping

100 N. Main Street

Maypearl, TX 76064-1706

BUSINESS DAYS: Monday, Tuesday, Wednesday, Thursday, Friday and Saturday

PHONE: (972)435-2131, Holidays are not included.

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:

- 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.
- 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.
- Compare your records with the account statements you receive.
- Don't lend your ATM card to anyone.
- Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- 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.
- 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.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
- When you make a transaction, be alert to 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. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM or night deposit facility.
- 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.
- 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.
- 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. 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.

The Cowboy Bank of Texas

100 N. Main Street

Maypearl, TX 76064-1706

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

Funds Availability Disclosure

This is important information about your ability to withdraw funds from:

The Cowboy Bank of Texas
100 N. Main Street
Maypearl, TX 76064-1706
(972) 435-2131

This policy statement applies to "transaction" accounts".

Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash, check deposits, and electronic direct deposits available to you on the same day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, everyday is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 03:00 PM on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 03:00 PM or on a day 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 your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

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 same day we receive 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, will be available on the same day.

If we are not going to make all of the funds from your deposit available on the same day 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 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 Exceptions

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 anyone 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 eleventh 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 30 days your account is open. If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 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.

\$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 available until the second business after the day of your deposit.

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

EXPIRATION OF THE TEMPORARY FULL FDIC INSURANCE COVERAGE FOR NONINTEREST-BEARING TRANSACTION ACCOUNTS

By operation of federal law, beginning January 1, 2013, funds deposited in a noninterest-bearing transaction account (including an Interest on Lawyer Trust Account) no longer will receive unlimited deposit insurance coverage by the Federal Deposit Insurance Corporation (FDIC). Beginning January 1, 2013, all of a depositor's accounts at an insured depository institution, including all noninterest-bearing transaction accounts, will be insured by the FDIC up to the standard maximum deposit insurance amount (\$250,000), for each deposit insurance ownership category. For more information about FDIC insurance coverage of noninterest-bearing transaction accounts, visit <http://www.fdic.gov/deposit/deposits/unlimited/expiration.html>