

Terms and Conditions

The following terms and conditions constitute a legal agreement (“Agreement”) between Fort Knox, a Division of Austin Capital Bank (“Fort Knox” or “We” or “Us” or “Austin Capital Bank”) and you (“You” or “Your”) regarding your use of Fort Knox’s mobile application (“App”) and services. Please read all of the following terms and conditions before using this App. By accessing, and/or using this App, you represent and warrant that: you have read, understood, and agreed to be bound by these terms and conditions.

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1. Scope of this Agreement

This Agreement between you and Austin Capital Bank, SSB governs your use of the Fort Knox mobile application and related services (the “Service”). The Service provides a secure, interactive platform through which you may access savings and account management features, transfer funds, and manage identity and account verification.

To use the Fort Knox application, you must have a compatible mobile device and operating system that meets the technical requirements specified by Austin Capital Bank, SSB. These requirements are detailed in the [Electronic Disclosure Consent], which forms part of this Agreement.

2. Accepting the Agreement

By proceeding with account setup, you confirm that you have reviewed and accepted this Agreement in its entirety, including the [Privacy Policy], [Terms of Service], [Customer Identification Program (CIP) Policy], and any additional electronic disclosures presented to you within the app.

By accepting these terms, you represent and warrant that you are the individual identified in the application, and that all information provided is accurate to the best of your knowledge, acting with full authority, and are authorized to enter into this Agreement.

You should print and/or save a copy of this Agreement for your records. If you have any questions, you may contact us via live chat in the app, email at support@fortknox.bank, or by regular mail at:

Fort Knox, A Division of Austin Capital Bank
3305 Steck Ave, Suite 275
Austin, TX 78757

You may request an electronic copy of this Agreement at any time. Updates to this Agreement will be delivered electronically, as further described herein.

BY CHECKING THE BOX AND CLICKING THE “CONTINUE” BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY DOING SO, YOU ALSO CONSENT TO RECEIVE THIS AGREEMENT AND OTHER DISCLOSURES ELECTRONICALLY.

IF YOU DO NOT AGREE TO THESE TERMS, OR DO NOT CONSENT TO ELECTRONIC DELIVERY, DO NOT CHECK THE BOX OR CLICK “CONTINUE”. INSTEAD, CLOSE THE APPLICATION TO EXIT.

3. Fort Knox Account Servicing

By using the Fort Knox Services, you are applying to open and maintain a secure savings account through our mobile application and connected web services. Fort Knox is a division of Austin Capital Bank, SSB, and your account is issued and serviced directly by the bank.

In connection with your Fort Knox account, Austin Capital Bank will perform the following services, including but not limited to:

- a. Issuing electronic account statements to you;
- b. Providing real-time transaction and balance information within the Fort Knox mobile app;
- c. Responding to your inquiries and requests through in-app chat, email, or phone;
- d. Processing external account linkages and transfers;
- e. Monitoring external account aggregation status and verifying daily transactions;
- f. Locking, restricting, or terminating access to your account if suspicious activity is detected or verification requirements are not met;
- g. Issuing annual tax documents as required by law (such as IRS Form 1099-INT, if applicable); and
- h. Providing disclosures, notices, and agreements as required by law or regulatory guidance.

In addition, Fort Knox:

- a. Enables you to update personal information and communication preferences through the app;
- b. Supports withdrawal of funds through linked external accounts or other approved disbursement methods;
- c. May require additional identity verification steps, including biometric authentication for certain activities such as large transfers;
- d. May display or deliver important service-related messages to your registered device, including via push notifications, if permitted; and
- e. May recommend enhanced security services, such as YubiKey and Authenticator App, to enable higher account limits and enhanced protections.

4. Requirements for Enrolling in the Service

To enroll in and use the Fort Knox Services, you must meet the following requirements:

- Be at least 18 years of age;
- Be a legal resident of the United States or its territories;
- Have a valid Social Security Number or other acceptable taxpayer identification number;
- Possess a mobile device running iOS or Android with an operating system version supported by the Fort Knox app;

- Be able to receive a One-Time Passcode (OTP) via SMS to verify your phone number;
- Have a valid external email address for delivery of electronic notices and disclosures;
- Have an Internet connection through a supported browser or mobile network;
- Consent to electronic delivery of documents by accepting the Electronic Disclosure Consent;
- Be able and willing to enable biometric authentication (e.g., Face ID or Touch ID) on your device as part of the account security and onboarding process. If you do not enable biometric authentication, you will not be able to proceed with account creation or access account features.

Before enrolling in the Service and accepting this Agreement, you should verify that your device and software meet the minimum hardware and operating requirements to use the Fort Knox app and access your disclosures.

If these technical requirements change in a way that materially impacts your ability to access the Service, you will be provided with advance notice.

5. Registration Process

To use the Fort Knox Service, you must complete the full registration and onboarding process to apply for and open a Fort Knox savings account.

As part of this process, you are required to provide accurate, current, and complete information about yourself, including your legal name, residential address, date of birth, Social Security Number, email address, and mobile phone number. You must also complete verification steps such as biometric authentication, phone number verification via one-time passcode (OTP), and acceptance of required disclosures, including the Privacy Policy, Terms of Service, and Customer Identification Program (CIP) Policy.

You agree not to misrepresent your identity, financial information, or any other details related to your application or account. Austin Capital Bank, SSB will verify the information you submit to determine your eligibility and ensure compliance with applicable laws and regulations, including identity verification under the USA PATRIOT Act.

If any information you provide is determined to be fraudulent, inaccurate, or not current, Austin Capital Bank, SSB reserves the right, at its sole discretion, to deny your application, suspend or close your Fort Knox account, and refuse all current or future access to the Service.

You acknowledge and agree that Austin Capital Bank, SSB is not liable to you or to any third party if your access to the Service is restricted or terminated as a result of providing false or unverifiable information, failing to complete required steps, or violating the terms of this Agreement.

Proceed with Enrollment for the Service

When you download and open the Fort Knox app (available on both iOS and Android), you begin a multi-step onboarding process to ensure account security, and support fraud prevention. This process may differ slightly based on your device, app store, and system permissions, but the core information collected and steps are consistent across platforms.

1. Attribution and Source Tracking (Pre-Account Creation)

Before you create an account, Fort Knox may collect anonymized device and session data, including referral links, UTM parameters, and user interactions. This helps us understand how you arrived at the app—whether from the marketing website, Google Play, the App Store, or other channels.

We use third-party analytics tools, such as Firebase, Heap, and other partners, to record session data. If you're on an iOS device, you may be prompted to grant permission for Apple's App Tracking Transparency (ATT) framework. This allows Fort Knox to collect IDFA data only if you consent.

2. Email Address and Electronic Disclosures

To begin profile creation, you must provide a valid email address, which we verify using a one-time passcode (OTP). Your email address is used for account authentication, communication, and recovery.

At this step, you are also required to review and accept Fort Knox's electronic disclosures, which include:

- Terms of Service
- Privacy Policy
- Customer Identification Program (CIP) Policy
- E-Sign Consent Agreement

Acceptance of these disclosures is required to proceed with onboarding and to establish your account electronically. Copies of all disclosures are made available to you for download or review.

3. Phone Number Collection and Verification

You are also required to provide and verify your mobile phone number via OTP. This is used for multi-factor authentication, security alerts, transaction confirmations, and customer communications.

4. Device Security Setup

You are required to enable biometric authentication—Face ID or Touch ID on iOS, or the equivalent biometric system on Android devices. This is a mandatory security step and is used to protect your financial data. The app will not proceed until this feature is activated.

5. Identity Verification

We are required by law to verify your identity before opening an account. This includes collecting:

- Full legal name
- Residential address
- Date of birth
- Social Security Number (SSN)
- A photo of a government-issued ID
- A real-time selfie (used for biometric comparison)

Initial verification is conducted via mobile-based technology. If we cannot confirm your identity remotely—or if you initiate a high-value transaction—you may be required to complete additional verification.

6. Push Notification Permissions

At the end of onboarding, the app will request permission to send push notifications. These notifications may include account updates, transaction alerts, and security-related messages.

- You may enable or disable notifications during onboarding.
- You may update your notification and communication preferences at any time in the Personal Settings area of the app.

Fort Knox respects your choices and provides granular control over the types of messages you receive.

7. Drop-off Handling and Re-entry

Users who do not complete onboarding immediately may return to the app within 180 days to resume at the last completed step, provided their session remains valid. After 180 days, all partially collected information will be securely deleted and the process must be restarted.

8. Data Storage and Security

All data collected during onboarding is securely stored and encrypted. Fort Knox does not sell your personal data. Your information is used only to deliver services, fulfill legal obligations, and protect your account.

Platform-Specific Notes

- iOS: Includes prompts for Face ID and App Tracking Transparency (ATT).
- Android: Includes prompts for fingerprint or facial recognition, depending on device capabilities.

Fort Knox Account Opening Process

To open a Fort Knox account, customers must complete the onboarding process using the Fort Knox mobile application (available on iOS and Android). The account opening process consists of the following steps.

1. Account Nickname Setup

You are prompted to create a **nickname** for their Fort Knox account. This helps personalize the account and makes it easier to identify if multiple accounts are created in the future.

2. External Bank Account Linking

You must securely link an external bank account.

- This step is completed via a third-party financial data provider.
- You are required to enter the online banking login and password to authorize access.
- This linked account is used to fund the new Fort Knox account and for future transfers.

3. Acceptance of Account Disclosures and Agreements

You are required to:

- Review and accept the Fort Knox Account Agreement and related disclosures.
- This includes authorizations for ACH transfers, transaction monitoring, and account servicing terms.

4. Initial Transfer Funding

You are required to initiate an ACH transfer from the linked external bank account to fund the new Fort Knox account.

- Transfer initiation confirms your intent to open and fund the account.
- Fort Knox monitors the transfer and may verify its successful settlement before full account activation.

5. Final Review and Account Ready

After all application steps are completed:

- The Fort Knox account is officially opened.
- You will gain access to the secure account dashboard and may begin using Fort Knox features in accordance with their verification and funding status.

6. Canceling a Transfer Request

You may cancel a transfer request if it is still marked as “Pending.” Once a transfer request has been processed and is no longer pending, it cannot be canceled.

To cancel a pending transfer request:

1. Log in to the Fort Knox mobile app.
2. Navigate to the “Account Overview” page.
3. Under the list of Pending Transfers, locate the transfer you wish to cancel.
4. Select “Void” next to the applicable transaction.

Once a transfer request is no longer in "Pending" status, it is ineligible for cancellation through the app and may be subject to additional security review.

Processing Delay for Withdrawals

To help protect your Fort Knox account from unauthorized access or fraud, all withdrawal transfer requests are subject to a processing delay of at least two (2) Business Days. This delay gives us time to review the request and validate its authenticity before releasing funds.

- During this review period, we may contact you for additional verification.
- Suspicious transfers may be flagged, held, or canceled to safeguard your account.

This delay applies to:

- Transfers to linked external bank accounts
- Transfers initiated after login from a new or unrecognized device
- Transfers initiated following changes to your contact information

You may not initiate a new transfer request while a prior transfer is still pending or under review.

Support

For assistance with canceling a transfer or managing your transfer preferences, contact Fort Knox Customer Support via:

- Live Chat in the mobile app
- Phone: (888) 913-8888
- Mail: Fort Knox, a Division of Austin Capital Bank, 3305 Steck Ave, Suite 275, Austin, TX 787577. Funds Availability

Funds transferred into your Fort Knox account via ACH are subject to review and may not be immediately available for withdrawal. The timing of funds availability is governed by the terms outlined in your Deposit Account Agreement.

Please consult your Deposit Account Agreement for:

- When funds from ACH transfers will be available for use.
- Circumstances under which availability may be delayed.
- Your rights if a deposit is returned or reversed.

8. Privacy

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our [Privacy Policy](#) before completing the enrollment process for the Service.

9. Access

The service is generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a periodic basis for system maintenance. We are not liable under this Agreement or any applicable Service Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. Austin Capital Bank, SSB may change the terms and conditions of this Agreement or any applicable Service Agreement from time to time to conform with changes or advancements in our services, or as required by law or regulation.

10. Internet Security and Passkey-Based Authentication

Passwordless Authentication Using Passkeys

Fort Knox uses passkeys—a secure, passwordless authentication method—rather than traditional passwords to protect user accounts. Passkeys are cryptographic key pairs stored on your personal device and are used to verify your identity during login. These keys are bound to your device and protected by biometric data (such as Face ID or fingerprint) or a device-level PIN or passcode.

By using the Fort Knox App, you agree to access your account using a passkey in combination with your device's security settings. We do not support traditional username-password authentication.

Optional Security Enhancements: YubiKey & Authenticator Apps

To increase account protection, Fort Knox allows users to add a physical hardware token (YubiKey) and/or a time-based one-time password (TOTP) authenticator app (such as Google Authenticator or Duo). These serve as an additional factor during login.

You can:

- Register one or two YubiKey devices compatible with WebAuthn standards.
- Link a TOTP authenticator app, which will generate rotating verification codes.

These methods are optional but recommended, especially for users managing large balances or sensitive transactions.

Your Responsibilities

You are solely responsible for:

- Maintaining exclusive control over your registered devices, YubiKey, and/or authenticator app.
- Keeping your biometric credentials and passcodes confidential.
- Notifying Fort Knox immediately if your phone, YubiKey, or authenticator app is lost, stolen, or compromised.
- Ensuring backup authentication options are in place in case of device loss or failure.

Account Recovery

If you lose access to your passkey, registered YubiKey, or authenticator app, Fort Knox may require you to complete additional identity verification steps. These may include:

- Email or SMS verification,
- Government-issued ID upload,
- Selfie verification.

Fort Knox does not support password resets. If you are unable to verify your identity through approved channels, your account may remain inaccessible for security reasons.

Security Recommendations

To protect your account, we recommend:

- Enabling biometric security on your device,
- Adding a YubiKey and authenticator app for layered protection,
- Keeping backup codes in a secure, offline location (if provided),
- Avoiding use of jailbroken/rooted devices,
- Immediately reporting suspicious activity.

Limitation of Liability

Fort Knox is not responsible for any unauthorized account access or financial loss resulting from:

- Lost or compromised devices,

- Shared credentials,
- User negligence in safeguarding security tools,
- Failure to notify us of suspected security issues in a timely manner.

Updates to Authentication Policy

Fort Knox reserves the right to update or change authentication options and requirements. You will be notified if a new method is required for continued access or if we discontinue a method due to evolving security standards.

11. Our Liability for Failure to Complete Transactions

We will use commercially reasonable efforts to process all your transfers properly. However, we shall incur no liability if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your External Bank Account or Fort Knox account does not contain sufficient funds to complete the transaction;
2. The Service and/or the payment processing center is not working properly, and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct External Bank Account information, or the correct name, address, phone number, or other account information;
4. Your External Bank Account(s) or Fort Knox account(s) is closed;
5. If your mobile device, software, telecommunication lines were not working properly;
6. The transfer involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
7. We have reason to believe that a transfer may not be authorized by you or any third party whose authorization we believe is necessary; and/or
8. Circumstances beyond our control, (such as, but not limited to, fire, flood, telecommunications disruptions of any kind, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your External Bank Account or Fort Knox account, or which does not comply with your Transfer Instructions, Austin Capital Bank, SSB shall be responsible for returning any improperly transferred funds to the original Account.

12. Fort Knox Unauthorized Transaction Policy

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following methods:

- Using the online live chat in the app;
- Telephone us at **(888) 913-8888** during customer service hours, or leave a message;

- Email us at support@fortknox.bank, or
- Write to us at Fort Knox, a division of Austin Capital Bank SSB, 3305 Steck Ave, Suite 275, Austin, TX 78757

Your Fort Knox account is subject to the protections of Regulation E, which governs electronic fund transfers (EFTs). These include ACH transfers to and from your account. Your rights and responsibilities regarding unauthorized transactions, error resolution, and liability limits are described in detail in your Deposit Account Agreement.

Please refer to your Deposit Account Agreement for:

- Your liability for unauthorized transfers.
- How to report suspected errors or unauthorized activity.
- Timeframes for investigation and resolution of reported issues.

13. Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

14. Customer Permission for Text Messaging/Alerts, and Push Notifications

You grant Austin Capital Bank, SSB, or those third-party service providers acting on Austin Capital Bank, SSB's behalf, express written consent to send autodialed and prerecorded message calls, text messages or push notification alerts from Fort Knox to any mobile telephone number you provide to Fort Knox, regardless of your registration of your mobile device number on any state or federal "do not call" registry. Your express, written permission applies to messages and alerts regarding the Service.

With regard to any text messages, alerts or email relating to the Service, Fort Knox will not include any access codes or similar non-public personal information in such message. You acknowledge and understand that you will be liable for any third-party data charges that may apply to any of the aforementioned means of communication.

15. Address, E-mail, or Payment Account Changes

You agree to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, e-mail addresses, and external bank account. If your contact information changes, you agree to promptly provide to us your current updated contact information. Changes can be made within the Service in the Profile section of the App.

We are not responsible for any Service errors, Transfer processing errors, or fees incurred if you do not provide accurate External Bank Account or contact information.

16. Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, please contact Fort Knox via online live chat or phone at (888) 913-8888, or in writing 3305 Steck Ave, Suite 275, Austin, TX 787577, including in the letter your name, email address and phone number for your Fort Knox Account. You may also terminate your account online in the App at any time.

Any Transfers(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Transfers, including automatic transfers, will not be processed once the Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date. Any funds remain in your Fort Knox account will be returned to you via ACH to the linked External Bank Account. We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement. Access to our Service may be canceled in whole or part without prior notice.

17. Third-Party Service Providers

Austin Capital Bank, SSB works with third-party service providers and networks (“Third Parties”) to help deliver Fort Knox services provided under this agreement. You agree that Austin Capital Bank, SSB may use the services of Third Parties to facilitate services provided to you by Fort Knox. In the event the Bank determines, in its sole discretion, that it is unable to provide third-party network or services access, the Bank may discontinue or modify the services provided by Austin Capital Bank, SSB or may provide the service through an alternate Third Party and shall have no liability for the modification or unavailability of the service. Any third-party service provider used by Bank is an independent contractor and not the Bank’s agent. Austin Capital Bank, SSB reserves the right to change, cancel, terminate, assign, or modify its agreements with a Third Party. You are not a third-party beneficiary of any agreement Austin Capital Bank, SSB has with a Third Party. You further agree that, subject to federal law and Fort Knox’s Privacy Policy, Austin Capital Bank, SSB may provide your nonpublic personal information and financial information to a Third Party in order to process transactions and provide services which you have requested from Austin Capital Bank, SSB.

The following paragraphs regard services provided through Third Parties:

(A) Identity Verification with CLEAR

As part of our onboarding and security processes, Fort Knox partners with CLEAR to verify your identity at account creation and on an ongoing basis. CLEAR is a trusted third-party identity platform that uses biometric and document-based verification to help us confirm your identity and protect your account. By using the Fort Knox app, you acknowledge and agree that:

- You may be required to complete identity verification through CLEAR's mobile verification flow.
- Fort Knox may securely share information (such as your name, date of birth, phone number, and government-issued ID details) with CLEAR solely for the purpose of verifying your identity.
- Fort Knox may receive identity verification results from CLEAR to determine account eligibility.

Your use of CLEAR's services is subject to their own terms and privacy practices. For more information about how CLEAR collects, uses, and protects your personal data, please refer to their [Privacy Policy](#).

(B) Finicity, a Mastercard company

Fort Knox uses Finicity, a Mastercard company, to gather End User's data from financial institutions. By using our service, you grant Austin Capital Bank, SSB and Finicity the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Finicity in accordance with the [Finicity Privacy Notice](#).

(C) Twilio Fort Knox - 911007

These are the terms of service for Fort Knox short code service for the short code listed above. Please read these terms and conditions of use and service carefully.

These Terms of Service (the "**Terms**"), create an agreement between Fort Knox, a division of Austin Capital Bank, registered for the short code service ("**Short Code**") and any of individuals that access and use, directly or indirectly the service ("**Customer**", "**You**" or "**Your**" and terms of similar meaning).

- Short Code is designated to send You alerts or alert notifications about your Fort Knox accounts.
- When You initially opt-in to Short Code in accordance with Our instructions, we will send You a SMS message to confirm Your registration. Only if you have previously registered for Short Code (after having intentionally or unintentionally de-registered), You can opt-in again by simply sending the word **START** to **911007**.
- You can cancel Short Code at any time. Just text **STOP** to 911007. After You send the SMS message STOP to Us, We will send You an SMS message to confirm that You have been unsubscribed from the Short Code after which time You will no longer receive SMS messages from Short Code. If You want to re-activate Short Code, please register as You did originally, and We will start sending SMS messages to You again.

- If at any time You forget what keywords are supported, text **HELP** to 911007. After You send the SMS message **HELP** to Us, Fort Knox will respond with instructions on how to use Short Code as well as how to unsubscribe.
- We can deliver messages to the following mobile phone carriers: [List of Supported Carriers](#). ***Please note that carriers are not liable for delayed or undelivered messages that are sent by Us or by You.***

** Alerts sent via SMS may not be delivered to You if Your mobile phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond United States Carriers' control may interfere with message delivery, including the customer's equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be timely received, and that United States Carriers do not guarantee that alerts will be delivered.*

- Message and data rates may apply for any messages sent to You from Us and to Us from You. On average, we may send You up to six (6) messages a month; however, in some circumstances, the number of messages may be greater in the event of an emergency or other critical event that require more frequent communications. If You have any questions about your text plan or data plan, it is best to contact your wireless provider.
- For all questions about Short Code provided by Fort Knox, you can contact us by email at: support@fortknox.bank OR by phone at: [888-913-8888](tel:888-913-8888). If You have any questions regarding privacy, please read our [Privacy Statement](#).

Privacy Policy Twilio

Fort Knox Short code service ("Service") is designated to send customers and subscribers of Short Code alerts or alert notifications about their Fort Knox accounts. This document describes Fort Knox Short Code privacy policy regarding information collected from subscribers to Short Code, including what information is collected and how that information is used.

Regardless of the information being transmitted to Austin Capital Bank, SSB, we will protect all such information consistent with applicable law. The privacy of our customers is of utmost importance to Austin Capital Bank, SSB.

When you subscribe to Short Code during the application process, we receive your phone number, which is stored for the sole purpose of sending you notifications through Short Code.

18. Limited License

Subject to the terms and conditions set forth in this Agreement, Austin Capital Bank, SSB grants to you a non-exclusive, non-transferable, limited right and license to: (1) access, use and display this Site and the Content on this Site solely for informational purposes; and (2) view and download the information and materials on this Site ("Content") only for your personal, non-commercial use. Your use of this Site and its Content are further restricted to your use exclusively for the purpose of using Fort Knox's services for your personal use. Except as

expressly stated herein, you may not copy, reproduce, distribute, republish, download, display, post, or transmit any Content in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Austin Capital Bank, SSB. You further agree not to interrupt or attempt to interrupt the operation of the Site in any way.

This Site, including all Content, is copyrighted by Austin Capital Bank, SSB and is protected by U.S. and foreign copyright laws and international treaty provisions. The limited right and license granted above does not transfer title in the Content or any copies of the Content. You agree to retain, on all copies of the Content downloaded, all copyright and other proprietary notices contained in the Content. You may not modify the Content in any way or reproduce or publicly display, perform, or distribute or otherwise use the Content for any public or commercial purpose. You agree to abide by any additional restrictions displayed on the Site as it may be updated from time to time. You agree to comply with all copyright laws and treaties worldwide in your use of this Site and to prevent any unauthorized copying of the Content. Except as expressly provided herein, Austin Capital Bank, SSB does not grant any express or implied right to you under any intellectual property rights.

Austin Capital Bank, SSB may terminate, change, suspend or discontinue any aspect of the Site, including the availability of any features of the Site, at any time and for any reason. Austin Capital Bank, SSB may also impose limits on certain features and services or restrict your access to all or parts of the Site without notice or liability. The limited right and license granted above terminates automatically if you breach any of the terms and conditions of this Agreement. Austin Capital Bank, SSB may also terminate the limited right and license given above at any time for any reasons. Upon any termination of the limited right and license given above, you shall immediately destroy all Content.

19. Intellectual Property; Information You Provide to Austin Capital Bank, SSB

All trademarks, servicemarks, trade names, and logos (“Marks”) used and displayed on the Site are registered and unregistered marks of Fort Knox or the respective third-party owner. Nothing on the Site is to be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Marks, without the written permission of Fort Knox or the owner of the Mark. Fort Knox’s Marks may not be used in any way without prior written permission from an authorized representative of Fort Knox.

Any personal identifying information, nonpublic personal information, or personal financial information you provide to Austin Capital Bank, SSB through this Site is protected by Fort Knox’s Privacy Policy and may receive protection from disclosure under state or federal law. See the Privacy Policy for further details.

Other information or materials, including but not limited to remarks, suggestions, ideas, graphics or other submissions, communicated to Austin Capital Bank, SSB by you or on your behalf through the Site, including but not limited to any related intellectual property, will not be considered confidential or proprietary and will become the exclusive property of Austin Capital

Bank, SSB without compensation. You hereby agree to take whatever further actions may be necessary to assign your rights to the same to Austin Capital Bank, SSB. Without limiting the foregoing, if any such information or materials is provided to Austin Capital Bank, SSB, you agree that Austin Capital Bank, SSB will have an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, display, publicly perform, transmit and distribute such information and materials for any purpose whatsoever, and you further agree that Austin Capital Bank, SSB is free to use any ideas, concepts or know-how that you or individuals acting on your behalf provide to Austin Capital Bank, SSB.

You are prohibited from posting or transmitting, and you warrant that you will not post or transmit, to or from the Site any unlawful, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material, or any information that incorporates the proprietary information or material of another.

20. Limitation of Liability and Exclusions of Warranties

THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL BE DEEMED TO HAVE EXERCISED ALL DUE CARE AND TO HAVE ACTED REASONABLY IF WE ACT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN AUSTIN CAPITAL BANK, SSB AND THIRD PARTIES, OR ANY OTHER CONDITION OUTSIDE OF OUR CONTROL.

IF THIS FINANCIAL INSTITUTION AND/OR ITS SERVICE PROVIDERS FAIL OR DELAY IN MAKING A PAYMENT PURSUANT TO YOUR INSTRUCTION, OR IF WE MAKE A PAYMENT IN AN ERRONEOUS AMOUNT WHICH IS LESS THAN THE AMOUNT PER YOUR INSTRUCTION, UNLESS OTHERWISE REQUIRED BY LAW OUR LIABILITY SHALL BE LIMITED TO INTEREST ON THE AMOUNT WHICH WE FAILED TO TIMELY PAY, CALCULATED FROM THE DATE ON WHICH THE PAYMENT WAS TO BE MADE UNTIL THE DATE IT WAS ACTUALLY MADE OR YOU CANCELED THE INSTRUCTION.

WE MAY PAY SUCH INTEREST TO YOU AND OUR PAYMENT WILL FULLY DISCHARGE ANY OBLIGATION. IF WE MAKE A PAYMENT IN AN ERRONEOUS AMOUNT WHICH EXCEEDS THE AMOUNT PER YOUR PAYMENT INSTRUCTION, OR IF WE PERMIT AN UNAUTHORIZED PAYMENT AFTER WE HAVE HAD A REASONABLE TIME TO ACT ON A NOTICE FROM YOU OF POSSIBLE UNAUTHORIZED USE AS DESCRIBED ABOVE, UNLESS OTHERWISE REQUIRED BY LAW, OUR LIABILITY WILL BE LIMITED TO A REFUND OF THE AMOUNT ERRONEOUSLY PAID, PLUS INTEREST THEREON FROM THE DATE OF THE

PAYMENT TO THE DATE OF THE REFUND, BUT IN NO EVENT TO EXCEED SIXTY (60) DAYS INTEREST.

IF WE BECOME LIABLE TO YOU FOR INTEREST COMPENSATION UNDER THIS AGREEMENT OR APPLICABLE LAW, SUCH INTEREST SHALL BE CALCULATED BASED ON THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK IN THE DISTRICT NEAREST TO AUSTIN CAPITAL BANK, SSB FOR EACH DAY INTEREST IS DUE, COMPUTED ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR.

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER AND MOBILE DEVICE. NEITHER AUSTIN CAPITAL BANK, SSB NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE.

THE FOREGOING SHALL CONSTITUTE FORT KNOX'S AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL AUSTIN CAPITAL BANK, SSB OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE SERVICE.

21. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

22. No Waiver

Austin Capital Bank, SSB and its Service Providers shall 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 in exercising any rights or remedies shall operate as a waiver of such rights or remedies

or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

23. No Third-Party Beneficiaries

There are no third-party beneficiaries to this agreement. This agreement does not grant any right or benefit to any person who is not a party to this agreement.

24. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

25. Waiver of Trial by Jury

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this Agreement.

26. Ownership of Material

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by Austin Capital Bank and/or is Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

27. Children's Online Privacy Protection Act (COPPA)

Fort Knox does not knowingly collect or solicit personal information from individuals under the age of 13. The Fort Knox app and services are intended for use only by individuals who are at least 18 years old. If we learn that we have collected personal information from a child under 13 without verified parental consent, we will delete that information promptly.

28. Governing Law and Relation to Other Agreements

Accounts and services provided by Austin Capital Bank, SSB may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Account(s) and provided to you separately. The terms and conditions of any deposit account agreement you have with us shall be controlling with respect to such deposit account.

To the maximum extent permitted by applicable law, no action, regardless of form, arising out of these Account Servicing Terms and Conditions may be brought by either party more than two (2) years after the claiming party knew or should have known of the cause of action.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Austin Capital Bank, SSB as a result of these Account Servicing Terms and Conditions or accessing the Services. Fort Knox's performance under these Account Servicing Terms and Conditions is subject to existing laws and legal process, and nothing contained in these Account Servicing Terms and Conditions is in derogation of Fort Knox's right to comply with governmental, court and law enforcement requests or requirements relating to your access or use of the Service or information provided to or gathered by Fort Knox with respect to such use.

By accessing or using the Fort Knox mobile application, you agree that any dispute, claim, or controversy arising out of or relating to your use of the app, your relationship with Fort Knox or Austin Capital Bank, SSB, or any services provided through the app—whether as a general user or as a registered account holder—shall be resolved exclusively through final and binding arbitration, rather than in court.

This arbitration agreement applies to all claims, including those based on contract, tort, statute, fraud, misrepresentation, or any other legal theory, and includes disputes arising before or after your use of the app or account registration. The arbitration will be administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

You and Fort Knox agree that any arbitration will be conducted on an individual basis only, and not in a class, collective, consolidated, or representative proceeding. You and Fort Knox each waive the right to a trial by jury and to participate in a class action or class arbitration.

This arbitration agreement is governed by the Federal Arbitration Act and survives the termination of your relationship with Fort Knox. If any part of this arbitration clause is found to be unenforceable, the remainder shall remain in effect.

For users who open a Fort Knox account, this arbitration agreement supplements and is incorporated into the Fort Knox Deposit Account Agreement. In the event of any conflict between this section and the arbitration provisions in the Deposit Account Agreement, the terms of the Deposit Account Agreement shall control.

29. Accessibility Statement

Fort Knox is committed to providing a digital experience that is accessible to all users, including individuals with disabilities. We strive to meet or exceed the requirements of the Web Content Accessibility Guidelines (WCAG) and applicable accessibility laws.

If you encounter any accessibility barriers while using the Fort Knox app or website, please contact us at support@fortknox.bank or call (888) 913-8888 so we can assist you and improve our services.

30. Questions

Should you have any questions concerning these Account Servicing Terms and Conditions, please contact us using the online chat widget in the Fort Knox app, by phone at (888) 913 – 8888, email at support@fortknox.bank, or by regular mail at

Fort Knox, a Division of Austin Capital Bank
3305 Steck Ave, Suite 275
Austin, TX 78757

For an online copy of these Account Servicing Terms and Conditions, please go to www.FortKnox.bank.