

TEXAS FIRST BANK VISA® CHECK CARD  
CARDHOLDER AGREEMENT

This Agreement, in addition to the Electronic Fund Transfers Disclosure, covers your use of the Texas First Bank Visa® Check Card issued by Texas First Bank. The words “we,” “us,” “our,” and “Bank”, in this agreement, refer to Texas First Bank. The word “Card” refers to the Texas First Bank Visa® Check Card, bearing your name as Cardholder, your card number, and Texas First Bank’s name as issuer, and which accesses your designated primary checking account (Account) at the Bank. The words “you” “your”, and “yours” refer to account owner and anyone authorized by the account owner to use the Card. You will be able to perform certain transactions using your card and personal identification number (PIN), which will be mailed to you separately, at automated teller machines (ATMs) as well as using the Card for purchases.

We may change the terms of this agreement without notice, unless required by law.

By you retaining, using or signing the Card, or any other person with your consent or authorization, you hereby agree with the terms found in the Electronic Fund Transfers Disclosure and the terms found in this Agreement, as amended from time to time.

**CARD ISSUANCE AND ACCOUNT DESIGNATION**

When you apply for a Card, the Bank will ask you to identify the primary checking account you wish to have linked to your Card for cash withdrawals and point-of-sale purchases. You may also identify a savings account that you wish to access through ATMs. The Bank may give you a Card and PIN, if you qualify for a Card.

**SERVICES OFFERED**

The following transfers operate through the designated deposit account(s) and are subject to the same terms and conditions and Agreements that govern the use of such account. In addition:

- ◆ You may use the Card and PIN at ATMs to withdraw cash from your designated primary checking account or savings account. The amount of the cash withdrawal(including all applicable fees) will be automatically deducted from the designated account. ATMs not owned by Texas First Bank may charge you for the use of the machine. If they do so, a notice describing the fees should be posted at the ATM.
- ◆ You may use the Card and PIN to purchase goods or pay for services at any point-of-sale terminal bearing the Pulse, Plus, or Visa logo. Merchants who participate in these POS networks, except for Visa®, may also provide the option of obtaining cash in addition to the amount of your purchase. Some merchants which require you to use your PIN to make a purchase may charge a fee. If they do so, a notice describing the fees should be posted at the terminal. The amount of your purchase, your cash back and any fee will be automatically deducted from your designated primary checking account and listed on your monthly statement.
- ◆ You may also use the Card and sign a merchant sales draft, withdrawal slip, or any other document signed or authorized by you to purchase goods or pay for services where merchants display the Visa logo. These purchases will be automatically deducted from your designated primary checking account.

You agree that the Card will be used solely for the transfers described above and to access your designated accounts, not to exceed your limits as described in the Electronic Fund Transfers Disclosure entitled “ATM Transfers – types of transfers and dollar limitations” and “Types of Visa® Check Card Point-of-Sale Transactions”. You agree that you will be obligated to Texas First Bank for the amount of any transfer (including all applicable fees) initiated by the proper use of the Card and authorized by us or our agent as of the time of the authorization, even though the transfer may not be presented for payment until a later date. You agree that we may treat any transfer the same as a duly executed written check, transfer or withdrawal.

**UNLAWFUL USE**

You agree not to use the Card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.



#### TRANSACTIONS MADE IN FOREIGN CURRENCIES

All transfers made outside the United States are in the local currency of the country in which the transaction is conducted, and any balances are shown in that local currency. Transactions in currencies other than U. S. dollars will be debited from your account after conversion to U.S. dollars. The rate of exchange between the Transaction Currency and the Billing Currency used for processing International Transactions is the wholesale market rate or government-mandated rate in effect one day prior to the Central Processing Date, and increased by one percent (plus or minus an additional percentage determined at the Bank's discretion).

#### CANCELLING YOUR CARD PRIVILEGES

Texas First Bank may cancel the Card privileges at any time without any liability or notice to you. The Bank's cancellation of the Card privileges does not effect your liability to the Bank for any previous transfers (including all applicable fees) made by you or any person with your consent or authorization. If the Card privileges are cancelled, you must immediately surrender the Card. If you wish to cancel the Card, you may do so by returning the Card to the Bank, at which time the Card will be destroyed. Your cancellation of the Card does not effect your liability to the Bank for any previous transfers (including all applicable fees) made by you or any person with your consent or authorization.

#### AUTHORIZATION TO USE YOUR CARD

If you authorize another person to use your Card, you will be responsible for any charges the Bank makes to your account as a result. Your rights in case your Card is used by another person without your authority are described in the Electronic Fund Transfers Disclosure entitled "Unauthorized Transfers".

#### OVERDRAFTS

You agree that the Bank may at our discretion and without any obligation to do so, pay or authorize any transfer even though the transfer may result in an overdraft to your designated account.

You agree that if an overdraft occurs, the Bank has, in addition to any rights which we may have under this Agreement and the Electronic Fund Transfers Disclosure, all of our rights under applicable law, any Rules and Regulations, terms and conditions, and agreements governing your designated account(s) and overdraft privilege (if any).

#### PERSONAL IDENTIFICATION NUMBER (PIN)

Your PIN is confidential. You agree not to write your PIN on the Card or on other documents carried with the Card. You agree to notify the Bank immediately, as described in the Electronic Fund Transfers Disclosure section entitled "Unauthorized Transfers" if you believe another person knows your PIN.

#### SIGNATURE PANEL

You agree to sign the signature panel on the back side of the card immediately upon receipt of the Card. You agree that your failure to do so is deemed to be "negligence" and may result in increasing your liability.

#### STOP PAYMENT

You do not have the right to stop payment on any point-of-sale transaction originated by the Texas First Bank Visa® Check Card.

#### INDEMNITY

You agree to indemnify and hold the Bank harmless against and in respect of any and all damages or liability resulting from any misrepresentation by the merchant selling the goods or service; of quality, price, or warranty of goods or service, or of any discount offered as part of the Card program. Bank does not warrant any discounts related to the Card. To the fullest extent allowed by applicable law, you agree to indemnify and hold harmless the Bank from any misrepresentation with respect to or resulting from breach or nonfulfillment by you of any of the terms, conditions, and provisions of this Agreement, the misuse of the Card by you or any person you authorize to use the Card, the failure to properly use the Card in accordance herewith, or any other act or omission resulting in damages or liability to the Bank, and all judgements, costs, legal and other reasonable expenses incidental to any of the above.

#### APPLICABLE LAW

This agreement shall be governed by the applicable laws of the state of Texas and of the United States without regard to conflicts of laws principles. If any portion of this Agreement is deemed to be unlawful or unenforceable, the remainder hereof shall not be affected thereby.