

## VISA Check Card®

**Types of Transactions/Transfers:** You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such terminals as the Bank may designate from time to time. †Point of Sale (POS) transactions will be deducted from your Primary Account. †Point of Sale (POS) †transactions involving a refund to will be credited to your Primary Account. †You may also use the card to pay for purchases from merchants that accept the POS debit card with a VISA symbol. †You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. †Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for transactions. †Your Primary Account number and information may be obtained from the Combined ATM/POS Request Form. †At present you may use your card to (some of these services may not be available at all ATMs):

Deposit funds to your checking account.

Withdraw cash from your checking account.

Deposit funds to you savings account.

Withdraw cash from your savings account.

Transfer funds between your checking accounts.

Obtain balance information on your deposit account.

### **Limitations on Frequency and Amount:**

You may withdraw up to a maximum of \$400.00 (if there are sufficient funds in your account) per day.

For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs and this Point of Sale service.

You may make up to 15 transactions (including ATM withdrawals) per 24-hour period not to exceed \$2,500.00 or your available balance, whichever is less.

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply: †

Transfers from savings account to another or by third parties by preauthorized, automatic, telephone, or computer transfer are limited to two per statement cycle (of at least four weeks) with no transfers by check, debit card, or similar order to third parties.

Transfers from a money market account to another or by third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per statement cycle (of at least four weeks) with no more than three by check, debit card, or similar order to third parties.

You may purchase up to a maximum of \$2,500.00 worth of goods and services per day, inclusive of ATM withdrawals.

**Fees and Charges.**

There is no charge for ATM withdrawals at machines owned by us.

There is a \$1.00 charge for each ATM withdrawal at machines we do not own.

There is no charge for ATM deposits at machines owned by us.

We do not charge for any POS transactions.

**ATM Fees:**

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

**AGREEMENT****IMPORTANT NOTICE: ALLIANCE BANK VISAÆ CHECK CARD AGREEMENT**

Each cardholder ("you", "your"), by signing, retaining or using the VISAÆ Check Card (the "Card"), agrees to the following terms and conditions which are the contract governing the issuance and use of the card.

The Card is a "qualified" card, as set out by VISAÆ INTERNATIONAL Operating Regulations, and is issued to the Cardholder pursuant to the terms of an application from the Cardholder to Alliance Bank (the "Bank", "us", "our") and this Agreement/disclosure. The Card is and will continue to be the property of the Bank. The Cardholder may retain possession of the Card so long as the terms of this Agreement are met, provided, however, the Cardholder must deliver the Card to the Bank upon demand.

The Cardholder authorizes the Bank to debit or credit Cardholder's Checking Account identified on the Card Application (the "Account") for the total amount of all Sales Drafts/Withdrawals originated by the proper use of the Card in accordance with VISAÆ INTERNATIONAL Operating Regulations.

Each debit (withdrawal) entry originated by proper use of the Card may be charged by the Bank to the fullest extent permitted by law to the Account in order and with the same legal effect as any authorized check drawn on such account, except as modified by this Agreement.

The Cardholder may use the Card to pay for purchases from merchants, persons or organizations honoring the Card or VISAÆ cards or to withdraw cash from "Pulse" or "Plus" Automated Teller Machines. In the event such purchases result in an overdraft to the Account, the Cardholder agrees to pay to the Bank such indebtedness and all applicable charges immediately, unless the Cardholder has a Checkplus line of credit, then according to such agreement.

The Bank requires the merchant or other organization or person honoring the Card to obtain prior approval or authorization from the Bank for any Sales Draft/Withdrawal. Authorizations will be based on available balance at that time. The Bank is authorized but not obligated to refuse to honor and to return to merchant or other organization or person honoring the Card any Sales Draft/Withdrawal, which was not authorized in accordance with applicable VISAÆ INTERNATIONAL Operating Regulations.

The Cardholder agrees to pay, in accordance with billings, all indebtedness incurred for overdraft occurrences, all charges for overdraft in accordance with Bank policy, and annual fees as reflected in the current brochure plus, in the event of the Cardholder's breach or default in the performance of these terms and conditions, all resulting costs and expenses incurred by the Bank to the fullest extent permitted by law. All deposits by the Cardholder will be in U.S. dollars at Alliance Bank.

The Cardholder shall not have and hereby waives any right to stop payment respecting any Sales Draft/Withdrawal originated by proper use of the Card, except as provided by VISAÆ INTERNATIONAL Operating Regulations.

The Bank will send to the Cardholder a monthly statement, which will include a description of any debit or credit item originated by the use of the Card.

The Bank may, after any further notice required by law, without liability to Cardholder and without affecting Cardholder's liability to the Bank for previous Card transactions, decline to make further charges against Cardholder's account and revoke the Card, which remains the property of the Bank, and which Cardholder agrees to surrender upon demand and not transfer to any third party. If the Card is lost or stolen, Cardholder agrees to notify Bank immediately, and to fully cooperate with the Bank, including but not limited to, providing the Bank with all facts and information known by or reasonably available to the Cardholder regarding such loss or theft.

The Cardholder may terminate at any time the Cardholder's right to use the Card; provided, however, that no such termination by the Cardholder shall be effective against the Bank until the Bank shall have received the Card from the Cardholder together with written notice from the Cardholder to the Bank to the effect that the Cardholder wishes to terminate the Cardholder Agreement. (As a precaution to avoid unauthorized use of the Card, the Bank urges the Cardholder to cut the Card in half prior to returning the Card to the Bank.) Upon termination by the Cardholder of this Cardholder Agreement, the Bank is hereby authorized to debit the Cardholder's checking account for the full amount of all debit entries originated by the Cardholder prior to the date on which the Bank receives the Card from the Cardholder.

The Cardholder waives and releases the Bank from any liability resulting from the Bank's failure to authorize any debit or credit transaction originated through use of the Card.

The Cardholder shall sign the Card in the space provided on the Card prior to any use of the Card. The Cardholder cannot authorize use of the Card by anyone else, however, additional cards may be issued to other signatories on the Account.

The Bank will disclose information to third parties about the Account or transactions made by the Cardholder:

- (a) Where it is necessary for completing transfers, or
- (b) In order to verify the existence and condition of the Account for a third party, such as a credit bureau or merchant, or
- (c) in order to comply with government agency or court orders, or
- (d) If Cardholder gives Bank his/her written permission.

Cardholder agrees to indemnify and hold the Bank harmless against and in respect of all damages or liability resulting from any misrepresentations with respect to or resulting from breach or nonfulfillment by Cardholder of any of the terms, conditions and provisions of this Agreement or the misuse of the Card by the Cardholder, failure to properly use in accordance herewith, use by any other party resulting in damages or liability to the Bank, and all judgments, costs, legal and other reasonable expenses incidental to any of the above.

At the Bank's option and without notice, the Bank may terminate this Agreement in the event that:

- (a) The Cardholder dies or becomes bankrupt or insolvent,
- (b) The Cardholder fails to pay any overdraft occurrences, or otherwise breaches the terms of this Agreement or any other Agreement with the Bank,
- (c) The Bank receives information which causes it to believe the Cardholder is unwilling or unable to perform under the terms of this Agreement, or
- (d) Attachment or garnishment proceedings are instituted against the Cardholder. Failure by the Bank to assert any rights hereunder shall not waive any such rights.

The Bank may amend or modify the terms of this Agreement at any time without prior notice to Cardholder, unless required by law.

This Agreement shall amend the Cardholder's (Depositor's) contract with the Bank to the extent that it relates to any transaction arising from the use of the Card.

THE VALIDITY, CONSTRUCTION, AND ENFORCEMENT OF THIS AGREEMENT MAKING THE ACCOUNT AVAILABLE AND ALL MATTERS ARISING OUT OF THE ISSUANCE AND USE OF THE CARD SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND, TO THE EXTENT APPLICABLE, THE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING THE TRUTH-IN-LENDING ACT, "REGULATION Z," AND THE ELECTRONIC FUNDS TRANSFER ACT OF THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM.

Cardholder agrees to indemnify and hold the Bank harmless against and in respect of all damages or liability resulting from any misrepresentation by the Merchant selling the goods; of quality, price, or warranty of goods.

The card may only be used for valid lawful purposes. If you use, or allow someone else to use, the Card for any other purposes, you will be responsible for such use and may be required to reimburse Alliance Bank or USA VISA<sup>Æ</sup> Incorporated for all amounts or expenses either Alliance Bank, of VISA<sup>Æ</sup> USA Incorporated pays as a result of such use.

When you use your VISA<sup>®</sup> branded debit card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either: a rate selected by VISA from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives; or the government-mandated rate in effect for the applicable central processing date; in each instance, plus or minus any adjustment determined by the issuer.

The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

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