

First National Bank
Cardholder Agreement Visa Check (Debit Card)

General Information:

Account Number _____ Date Account Opened _____
Printed Name _____ Social Security Number _____
Business Name _____ Birth Date _____
Home Phone _____ Cell Phone _____
Physical Address _____
How long at present address Years _____ Months _____
Mail Address (if different from above) _____
City _____ State _____ Zip Code _____

Reason for Request

- New Card
- Existing Card damaged
- Replace lost/stolen card
- Replace fraud compromised
- Name change or other correction _____
- Other _____

- 1) There will be no charge for cash withdrawals made from ATMs owned and operated by First National Bank. There will be a \$2 dollar charge for cash withdrawals made at all non-First National Bank ATMs, and \$.50 for inquires and transfers.
- 2) There will be a \$5.00 charge for reissue of an FNB Debit Card.
- 3) Annual card fee per account: No annual fee.
- 4) For Cash At Hand E Checking Accounts: Account will be rebated up to \$20 per statement cycle when a non-First National Bank ATM is used, international transactions not included, \$2 each after \$20. Transactions include withdrawals, inquiries and transfers.

Customer Signature: _____ Date: _____

Bank Use Only

Card Number _____ Date last address change _____
Date Processed _____
Is application within 30 days of last address change? Yes No If yes, date and time customer was called: _____
By: _____

Continued on next page

Cardholder and Electronic Services Agreement

First National Bank

This Agreement covers the use of the First National Bank of Las Animas Visa Check (Debit) Card. For your Card to be valid, you must have an open checking account in good standing with us. An "electronic funds transfer" means a transfer of funds other than a transaction originated by check, draft or similar paper instrument which is initiated through an electronic terminal, telephone, or computer tape which instructs a financial institution to debit or credit a checking account.

I. USE OF YOUR CARD

By signing and using your card, you acknowledge receipt of this Agreement and agree to be bound by it. The following activities are covered under this Agreement:

- Purchase goods and services anywhere the card is honored up to \$1,500.00 each business day.
- Make cash withdrawals from ATMs up to \$510.00 each business day.
- Check your account balances.
- Make transfer between your Checking and Savings Account.

II. VISA CHECK (DEBIT CARD) TERMS:

- 1) Charges to Account: The following events shall result in immediate payment or segregation of funds from your Checking Account: (a) authorization of a transaction through a merchant's Point of Sale (POS) terminal; (b) receipt by the Bank of merchant sales draft or advance draft; (c) an automated teller machine (ATM) withdrawals; and (d) payment of funds from under your checking account by the Bank's tellers.
- 2) Annual Fees: There is no annual fee for the card.
- 3) Joint Tenancy: If there is more than one card account owner, each is jointly and severally liable under this Agreement and authorizes any other account owner acting alone to carry out terms of this Agreement.
- 4) Electronic Terminal Access: We will issue a Personal Identification Number (PIN) separately from your card. The PIN will enable you to use Automated Teller Machines in various locations. DO NOT WRITE THE PIN ON THE CARD OR KEEP IT WITH YOUR CARD. We will not be liable if the electronic terminal fails to function, or if your Card is rejected or confiscated by a merchant, if previously reported lost or stolen and you attempt to use it.
- 5) Not a Credit Card: The VISA Banking or Debit Card is not a credit card. It is a substitute for the use of a paper check. It is not a separate credit account device.

III. RIGHTS AND REQUIREMENTS

You promise to maintain a checking account with us while you have a Card. If you permit someone else to use your Card to make purchases or obtain cash, you authorize us to charge your account for the transaction. If your account is in joint ownership, all account holders will be liable, individually and jointly, for any amount of any Card transaction. If your checking account is closed for any reason, this Agreement and your right to use the Card will automatically be canceled. We may revoke your Card at any time without notification to you. If your Card is canceled, you must immediately stop using your Card. You remain liable for any amounts you owe under this agreement. Cancellation will not affect transactions already initiated. You may cancel this Card by writing to us at the address on your checking statement. All cards must be returned to the Bank. If it becomes necessary to take legal action to enforce the terms of this Card, you will be responsible for our costs and expenses, including reasonable attorney's fees.

IV. FEES

ATM Transactions made at ATMs owned by FNB are free of charge. You will be charged \$2 for each transaction completed at any other location and \$.50 for inquiries and transfers. There is a \$5 charge for a reissued card. For Cash At Hand E Checking Accounts: Account will be rebated up to \$20 per statement cycle when a non-First National Bank ATM is used, international transactions not included, \$2 each after \$20. Transactions include withdrawals, inquiries and transfers.

V. STATEMENTS AND RECEIPTS

Each time you use a teller machine, you will receive a receipt showing the transaction. Your regular monthly statement will describe each Card transaction that occurred during the preceding statement period, including the amount and date of the transaction and the name of the location and/or seller. You should keep copies of sales drafts and cash advance forms. They will not be returned in your statement, but are available upon request and for a fee. *Effective 8/6/07 you may or may not receive a receipt for transactions totaling \$15.00 or less.

VI. AVAILABILITY OF FUNDS

At the time you make a purchase or cash advance, funds in your checking account equal to the amount of the transaction may be held until the transaction is posted to your account.

VII. HOTEL AND MOTEL RESERVATIONS

If you need to cancel reservations you made using your Card, you must obtain a cancellation number from the merchant. If you are incorrectly billed, provide us with the Cancellation number along with the written request from you to credit your account.

VIII. FOREIGN TRANSACTIONS

All transactions on your account will be slated in US Dollars. If you use your Card to incur a debit to your account in foreign currency, it will convert to US Dollars when the debit is processed at the exchange rate at that time.

IX. ERRORS OR QUESTIONS ABOUT YOUR STATEMENT WHEN YOUR CARD IS USED AT A MERCHANT

Call us or write us at the telephone number or address listed on this Agreement as soon as you can, if you believe that your statement or receipt describing an electronic funds transfer is wrong, or if you need more information about an electronic funds transfer on the statement or receipt.

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Cardholder and Electronic Services Agreement First National Bank

We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. We will need the following information:

- Your name and account number.
- A description of the error or transfer that you are unsure about, and explain why you believe that there may be an error or why you need more information.
- The dollar amount of the suspected error.

If you advise us verbally, we require you to send your complaint or question to us in writing within ten (10) business days.

We will determine whether an error occurred within 10 business days (20 business days for accounts opened within the last 30 days ("new accounts") 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 for new accounts, foreign initiated transfers, or point-of-sale transactions) to investigate your complaint or questions. If we decide to do this, we will re-credit your account within 10 business days (20 business days for new accounts) (5 business days for point of sale transactions) for the amount you think is in error, so that you will have the use of the money during the time it takes up 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 re-credit your account. If we determine that there is no error, we will send you a written explanation within 3 days from the date that our investigation is complete. Upon your receipt and at your cost, we will furnish you with copies of our investigation.

X. LOST OR STOLEN CARD

If your card is lost or stolen, or if you believe that someone has transferred or may transfer money from your account without your permission, YOU MUST NOTIFY US AT ONCE at the telephone number shown below. If your Card is then used by an unauthorized person in connection with a teller machine, you will not be held liable for such an unauthorized transfer. If you have notified us within 2 business days, and the unauthorized use is in connection with a card transaction at a merchant, you can lose no more than \$50.00 if someone used your card or PIN without permission. If you do not notify us within 2 business days after you learn of the loss of your Card or PIN and we prove that we could have stopped someone from using your Card or PIN if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make and you failed to notify us within 60 days after the statement was mailed to you, you could be liable for the full amount of the unauthorized merchant transaction occurring after the 60 days if we can prove that the unauthorized transaction could have been prevented had you told us in time. NOTIFY THE BANK IMMEDIATELY IF YOUR CARD HAS BEEN LOST OR STOLEN OR IF YOU BELIEVE THAT SOMEONE HAS TRANSFERRED OR MAY TRANSFER MONEY FROM YOUR ACCOUNT WITHOUT YOUR PERMISSION. CALL: 719-456-1512 TOLL FREE 888-803-2672 OR WRITE:

Operations

FIRST NATIONAL BANK OF LAS ANIMAS

PO BOX 270 LAS ANIMAS, CO 81054

Our lobby hours are Monday through Friday 9:00 a.m. – 4:00 p.m.

XI. ERRORS OR QUESTIONS ABOUT ANY ELECTRIC FUNDS TRANSFER INITIATED WITH THIS CARD

Call or write us at the telephone or address on this Agreement as soon as you believe your statement or receipt describing an electronic funds transfer is wrong or if you need more information about an electronic funds transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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- 3) Tell us the dollar amount of the suspected error.

If you tell us verbally, we require that you send us a copy of your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will promptly correct any error if we need more time, we may take up to 45 days to investigate your complaint or question. If we do this, we will re-credit your account within 10 business days for the amount that you believe is in question, so that you may have use of the funds during the time it takes for us to complete our investigation. If we ask you to place your complaint in writing and we do not receive it from you within 10 business days, we may not re-credit your account. If we determine that there is no error, we will send you a written explanation within three business days after we finish our investigation. Upon your receipt and at your cost, we will furnish you with copies of our investigation.

XII. DELAY IN ENFORCEMENT

If we delay in enforcing or fail to enforce any of our rights under this Agreement, we will not have lost or waived our rights.

XIII. TCPA EXPRESS CONSENT

By signing this agreement, you are authorizing autodialed telephone calls or texts for the purpose of fraud monitoring to the telephone numbers you listed on the application. You can revoke this authorization at any time by contacting First National Bank at 1-888-803-2672 or by written notice to PO Box 270, Las Animas, CO 81054

XIV. SIGNATURES

By signing this Agreement, you agree to be bound by its terms and conditions. You acknowledge that you have received a copy of this completed Agreement. The undersigned further acknowledge(s) this institution's right to obtain credit information to open this account.

Customer Signature: _____ Date _____

Bank Copy

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- 3) Joint Tenancy: If there is more than one card account owner, each is jointly and severally liable under this Agreement and authorizes any other account owner acting alone to carry out terms of this Agreement.
- 4) Electronic Terminal Access: We will issue a Personal Identification Number (PIN) separately from your card. The PIN will enable you to use Automated Teller Machines in various locations. **DO NOT WRITE THE PIN ON THE CARD OR KEEP IT WITH YOUR CARD.** We will not be liable if the electronic terminal fails to function, or if your Card is rejected or confiscated by a merchant, if previously reported lost or stolen and you attempt to use it.
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Customer Signature: _____ Date _____

Customer Copy

End of document