



BUSINESS DEBIT CARD AGREEMENT

This Business Cardholder Agreement (“Agreement”) is made and entered into on this ____ day of _____, 200__, by and between **First State Financial** (“Bank”) and the company whose name appears on the signatory page hereof (“Company”).

WHEREAS, Company desires to have Bank issue certain debit cards (“Cards”) in the name of the Company for the use by Company’s officers, employees or other agents (“Employees”); and

WHEREAS, Bank is willing to issue such Cards pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Issuance of Cards.** Bank will issue Cards in the name of the Company and in the names of the Employees as designated in the Agreement. A limit of two Cards may be issued per account. Usage of the Cards will be limited to debits only. No electronic (ATM) deposits may be made using the Cards. All Cards must be signed immediately upon receipt by the Employees, but all Cards remain the property of Bank and must be surrendered to Bank upon demand. Company acknowledges that Bank is providing such service to Company as an accommodation party only and, except as otherwise provided by law, Bank is not responsible in any way for the manner in which the Cards are utilized.

2. **Liability and Promise to Pay.** Company agrees to be unconditionally and without limitation liable for all debits effectuated by use of the Cards, whether authorized or unauthorized, whether utilized by Employees or some other person, and whether arising from Cards lost or stolen. All Employees who are granted use of the Cards shall be deemed third party beneficiaries of the accommodation extended hereunder and of the terms and conditions of this Agreement. Accordingly, such Employees shall be jointly and severally liable with Company for any debits effectuated under the Cards issued to the respective Employees, whether authorized or unauthorized, and whether arising from lost or stolen Cards. **In the event of a lost Card or of unauthorized use of a Card, Bank should be notified within ten (10) days by calling 800.248.5950 or 606.248.5950.**

3. **Security Measures.** In an effort to better protect Company and Employees from lost Cards or unauthorized use of the Cards, Bank requires that Employees each have a Personal Identification Number (“PIN”) and use the PIN to process a debit transaction. Company and Employees acknowledge that use of a PIN provides them a commercially reasonable degree of protection in light of their particular needs and circumstances, and represent that each PIN shall be afforded the highest level of security by Company and Employees and shall be known only to those persons who are on a “need to know” basis. Bank assumes no duty to discover any breach of security by Company or Employees or the unauthorized disclosures or use of a PIN.

4. **Statements and Disputed Debits.** Each month Company will receive an account statement (“Monthly Statement”) showing, among other things, all debits made by use of the Cards. Disputes regarding any Card debits shall be communicated **in writing** to Bank at the address indicated below. Communications shall include the Cardholder and Company’s names, the dollar amount of any dispute or suspected error, the reference number and description of the dispute in error. Any communication regarding a dispute or suspected error must be received by Bank no later than sixty (60) days after receipt of the Monthly Statement on which the dispute or incorrect debit first appeared. If Bank receives timely notice of any disputed debit, Bank shall seek to resolve the disputed error within ninety (90) days. Although items may be disputed by the Company, the Company remains ultimately responsible for any unresolved disputes and the Bank cannot guarantee the satisfactory resolution to such disputes.

5. **Notice and Communication.** Any written communication about Company’s Cards should be directed to the address indicated above. Any other communication about Company’s Cards should be handled by calling **800.248.5950 or 606.248.5950**.

6. **Information Deemed Confidential.** Bank agrees that it will maintain all data relative to Company’s accounts as confidential information and will exercise the same standard of care and security to protect such information as Bank uses to protect its own confidential information. Please review Bank’s Privacy Notice for detailed information on when and if Bank will disclose any information to third parties.

7. **Use of Cards.** Company represents and warrants, on behalf of itself and its Employees, that the Cards will only be used for business purposes. Company and Employees may use Cards to purchase goods or services from any merchant or company that accepts MasterCard or to obtain cash from any financial institution that accepts

MasterCard. Company and Employees may also use Cards to make cash withdrawals at Automated Teller Machines (“ATMs”). Bank may limit the amount which may be withdrawn from Company’s accounts by the Cards over certain periods of time. Use of Cards may be otherwise limited by Bank at its discretion, and the privilege of using the Cards in no way constitutes an absolute right to withdraw funds from Company’s accounts. If a transaction is approved, Bank reserves the right to place a hold on Company’s accounts or Cards for the approved amount. This means Bank may not approve subsequent transactions, and Bank may not pay other items drawn on Company’s accounts even if the approved transaction is not completed. Bank will have no liability to Company if, as a result of holds placed on Company’s accounts when Bank approves any authorized use of Cards, Bank refuses to pay any check, draft or other item drawn of Company’s accounts. Bank will also have no liability to Company if Bank does not authorize Company use of Cards for any reason. Bank may elect to limit the dollar amount Company and Employees may use for point-of-sale transactions or ATM withdrawals per day.

8. **Termination.** Bank shall have the right, at its sole discretion, and upon three (3) days notice to Company and Employees, to terminate Company’s privileges hereunder. The termination of Card privileges, by Bank or Company, does not affect other rights and privileges under Company’s deposit account agreement.

9. **Return of Cards.** All Cards shall be deemed canceled effective upon termination of this Agreement and Company shall instruct the Employees to surrender Cards to Bank. Company shall remain liable for all debits or other charges incurred or arising by virtue of the use of Cards prior to the termination date.

10. **Amendments and Change in Terms.** Bank may from time to time amend the terms of this Agreement to the extent allowed by applicable federal and state law. Bank will notify Company by mail of such amendments, and subject to the requirements of applicable law, any amendment to this Agreement will become effective at the time stated in such notice.

11. **Refusal to Honor Cards.** Bank is not responsible for the refusal of anyone to honor the Cards.

12. **Service Fees.** Bank may charge Company a reasonable charge for photocopies and reprints which Company or Employees may request and for other special services as allowed by law.

13. **Miscellaneous.** If any provision of the Agreement is determined to be unlawful or unenforceable for any reason, the remainder of the Agreement will remain enforceable.

14. **Governing Law.** This Agreement and all transactions hereunder shall be construed as contracts subject to applicable federal law and the laws of the Commonwealth of Kentucky.

15. **Collection of Costs.** If Bank hires any agent to assist in collecting any amount due hereunder, or to enforce any right or remedy hereunder, Company agrees to pay Bank’s reasonable agent fees and expenses, and any other as permitted by law, including but not limited to reasonable attorney fees.

16. **Disclosure of Charges.** The following charges may be assessed against Company by Bank for the privileges being conveyed hereunder. Fees may be subject to sales tax.

Lost card replacement fee: **\$8.00**

Use of Card at ATMs not owned by Bank: **Fee determined by ATM operator**

17. **Organization and Entity Powers.** Each party is an entity validly existing under the laws of the state in which each was lawfully organized, has full power to own its properties and to carry on its business as now being conducted, and is in good standing in each jurisdiction in which it transacts business. Each entity hereto has full power, authority and right to execute, deliver and perform this Agreement.

18. **Binding Obligations.** This Agreement is, when executed and delivered hereunder, a legal, valid and binding obligation of each party hereto and will be enforceable against each party hereto in accordance with the terms hereof.

19. **Further Assurances.** Company shall, at its own costs and expense, execute and deliver to the Bank all documents and instruments and do all such other acts and things as may be reasonably be required, in the opinion of the Bank and its counsel, to enable the Bank to exercise and enforce its rights hereunder.

20. **Waivers.** No failure on the part of the Bank to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the Bank of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy of the Bank.

21. **Cumulative Remedies.** This agreement and the obligations of Company hereunder are in addition to and not in substitution for any other obligations now or hereafter held by the Bank and shall not operate as a merger of

any contract debt or suspend the fulfillment of or affect the rights, remedies or powers of the Bank in respect of any obligation of company to the Bank. The remedies herein provided are cumulative and are not exclusive of any other remedy provided by law.

22. **Successors and Assigns, Survival.** This Agreement shall inure to the benefit of and shall be binding upon the respective successors and permissible assigns of the parties hereto except that Company shall not assign or transfer, in whole or part, its rights and obligations hereunder without the prior written consent of the Bank. All covenants, agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement and shall continue in full force and effect until all obligations of the Company hereunder have been satisfied in full.

Company Name / Tax ID Number (TIN)

Company Address

Signature / Title

Typed / Printed Name

Date

<u>Business Debit Card #1</u>	<u>Business Debit Card #2</u>
<p>_____ Cardholder's Name</p>	<p>_____ Cardholder's Name</p>
<p>_____ Cardholder's Signature</p>	<p>_____ Cardholder's Signature</p>
<p>_____ Account #</p> <p>ATM Authorization <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>_____ Account #</p> <p>ATM Authorization <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

ELECTRONIC FUND TRANSFER DISCLOSURE



FIRST STATE FINANCIAL INC MIDDLESBORO BR
PO BOX 400 MIDDLESBORO KY 40965

For purposes of this disclosure the terms "we", "us" and "our" refer to FIRST STATE FINANCIAL INC. The terms "you" and "your" refer to the recipient of this disclosure.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your ATM CARD (hereinafter referred to collectively as "ATM Card") or Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

This disclosure contains important information about your use of EFT services provided by FIRST STATE FINANCIAL INC in relation to accounts established primarily for personal, family or household purposes. Please read this document carefully and retain it for future reference.

DEFINITION OF BUSINESS DAY. Business days are Monday through Friday excluding holidays.

ELECTRONIC FUND TRANSFER SERVICES PROVIDED

ATM CARD SERVICES. The services available through use of your ATM card are described below.

ATM CARD SERVICES.

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).

DEBIT CARD SERVICES. The services available through use of your debit card are described below.

DEBIT CARD SERVICES.

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may use your card at any merchant that accepts MasterCard[®] debit cards for the purchase of goods and services.

Your card may also be used to obtain cash from your designated account at participating financial institutions when so authorized under the terms of your Account Agreement.

ATM SERVICES

NETWORK. Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your ATM Card or Debit Card at our ATM terminals, you may access your accounts through the following network(s): Cirrus, NYCE and Plus

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.

POINT OF SALE TRANSACTIONS. Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay the overdraft.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Debit Card: checking account.

CURRENCY CONVERSION - MasterCard®. If you perform transactions with your card with the MasterCard® logo in a currency other than US dollars, MasterCard International Inc. will convert the charge into a US dollar amount. At MasterCard International they use a currency conversion procedure, which is disclosed to institutions that issue MasterCard®. Currently the currency conversion rate used by MasterCard International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or wholesale rate, determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date.

SERVICES PROVIDED THROUGH USE OF TELEPHONE TRANSFER. You may perform the following functions through use of TELEPHONE TRANSFER:

- You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make payments on consumer loans, home mortgage loans, home equity loans, credit card accounts, and business loan(s) that you have with us.

PREAUTHORIZED TRANSFER SERVICES

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may arrange for the preauthorized automatic payment of bills from your checking account(s), savings account(s), money market account(s), and NOW account(s).

SERVICES PROVIDED THROUGH USE OF INTERNET BANKING AND MOBILE BANKING. FIRST STATE FINANCIAL INC offers its customers use of our Internet Banking and Mobile Banking service.

You may perform the following functions through the use of Internet banking or Mobile banking:

- > You may make balance inquiries on your checkings, savings, time deposit and loan accounts.
- > You may initiate transfers between your checking and savings accocunts.
- > You may make loan payments.
- > You may initiate stop payments.
- > You may pay your bills online.
- > You may view your check images online.

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 to pay bills.

LIMITATIONS ON TRANSACTIONS

TRANSACTION LIMITATIONS - ATM CARD

CASH WITHDRAWAL LIMITATIONS: You may withdraw up to \$200.00 through use of ATMs in any one day.

TRANSACTION LIMITATIONS - DEBIT CARD

CASH WITHDRAWAL LIMITATIONS: You may withdraw up to \$300.00 through use of ATMs in any one day.

POINT OF SALE LIMITATIONS: You may buy up to \$500.00 worth of goods or services in any one day through use of our Point of Sale service.

OTHER LIMITATIONS

- Bill Payment Limitations
\$9,999.99 per transaction
\$9,999.99 daily limit
- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS. Federal regulation limits the number of checks, telephone transfers, online transfers and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transactions from each money market and/or savings type account(s) you have each month for purposes of making a payment to a third party or by use of a telephone or computer.

NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS

TRANSACTION RECEIPTS. Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your ATM Card or Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

PERIODIC STATEMENTS. If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

OTHER RIGHTS TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS. E-Statements:

If you elect to, you may receive periodic electronic statements for Checking and Savings accounts. Additional information about this service is available through the banks Internet Banking application.

PREAUTHORIZED DEPOSITS. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- you can call us at 800-248-5950 to find out whether or not the deposit has been made.

USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN"). In order to assist us in maintaining the security of your account and the terminals, the ATM Card or Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM Card or Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM Card may only be used with your PIN. Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify FIRST STATE FINANCIAL INC immediately if your ATM Card or Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM Card or Debit Card or to write your PIN on your ATM Card or Debit Card or on any other item kept with your ATM Card or Debit Card. We have the right to refuse a transaction on your account when your ATM Card or Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your ATM Card or Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN at our ATM.

RIGHTS REGARDING PREAUTHORIZED TRANSFERS

RIGHTS AND PROCEDURES TO STOP PAYMENTS. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: 800-248-5950

or

write to: Attention: Bookkeeping Department
First State Financial Inc
PO BOX 400
Middlesboro KY 40965

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

NOTICE OF VARYING AMOUNTS. If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. 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.

OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS. If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT. If you believe your ATM Card or Debit Card or PIN or internet banking access code has been lost or stolen,

call us at: 800-248-5950 (7:30a.m. to 4:00p.m)

or

write to: Attention: Bookkeeping Department
First State Financial Inc
PO BOX 400
Middlesboro KY 40965

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

CONSUMER LIABILITY. Tell us at once if you believe your ATM Card or Debit Card or PIN or internet banking access 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. If you tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN you can lose no more than fifty dollars (\$50) if someone used your ATM Card or Debit Card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN and we can prove we could have stopped someone from using your ATM Card or Debit Card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD. The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the MasterCard® branded card.

If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your MasterCard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS. In case of errors or questions about your electronic fund transfers,

call us at: (800)248-5950

or

write to: Attention: Bookkeeping Department
First State Financial Inc
PO BOX 400
MIDDLESBORO KY 40965

or

email us at: bookkeeping@firststatefinancial.net

or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact FIRST STATE FINANCIAL INC no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) 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.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTION. 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 as provided by law. 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 the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your ATM Card or Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS

You will be charged \$10.00 per card for the issuance of replacement access cards

If you use your card in a foreign country and/or to make a purchase in a foreign currency, you will be charged a currency conversion fee of 1% of the transaction amount.

For Bookkeeper assisted phone calls on transferring funds from checking to checking, checking to savings, savings to checking or savings to savings there will be a \$5.00 dollar fee.

Stop Payment charge \$35.99 per item.

For Bookkeeper assisted phone calls there will be a charge of \$2.48 for more than one inquire per month.

DISCLOSURE OF ACCOUNT INFORMATION. We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

NOTICE OF ATM SAFETY PRECAUTIONS

SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE. Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your ATM Card or Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

ADDITIONAL PROVISIONS

Your account is also governed by the terms and conditions of other applicable agreements between you and FIRST STATE FINANCIAL INC.