



A division of First National Bank Texas

MASTERCARD® PREPAID CARDHOLDER TERMS & AGREEMENT

This MasterCard® Prepaid Cardholder Terms & Agreement (this “agreement”) is the terms and conditions governing our issuance and your use of the First National Bank Texas (“FNBT”) or First Convenience Bank (“FCB”) MasterCard® Prepaid Card (the “card”). Please read this agreement carefully and keep it for your records. By purchasing, signing or using the card, or authorizing another person to use the card, you are agreeing to the terms and conditions in this agreement. In this agreement, “you” and “your” mean (a) the person to whom we issue the card; (b) the person who receives the card; and (c) each person who uses the card. The terms “we,” “us” and “our” mean FNBT/FCB and its successors, agents and assigns.

ABOUT THE CARD

The card is a prepaid debit card and is not a device that accesses money in an individual checking or savings account and does not earn interest. You may reload additional amounts onto your card. The card is not a credit card or a charge card that allows you to make purchases or obtain advances and pay later.

Amounts that you load or reload on a card are insured by the Federal Deposit Insurance Corporation (FDIC) up to the maximum amount provided by applicable law (currently \$250,000 per depositor). In order to ensure that you receive FDIC deposit insurance coverage on amounts that you load on your card, you must keep your contact information up to date with us. You acknowledge and agree that we maintain all amounts that are loaded on all cards issued by us in one aggregate account in our name as custodian for all holders of cards. That means that amounts you load on your card are commingled with amounts loaded on other cards by other customers.

Note: The amounts you load on your card from time to time will be combined for FDIC deposit insurance purposes with other amounts you may have on deposit with FNBT and FCB. FCB is a division of FNBT and is not a separate depository institution for deposit insurance purposes.

The card is our property, and we reserve the right to cancel, repossess, or revoke its use at any time without prior notice, subject to applicable law.

If we are unable to verify your identity or confirm that you can lawfully enter into and form contracts under applicable law, we will return to you the amount loaded on your card and any fees you paid or, at our option, allow you to use a temporary card until the balance on the temporary card is \$0. If you falsify, misrepresent, or fail to provide requested information, we may cancel your card. In addition, funds tied to potentially illicit or illegal activity may be subject to both internal and potential federal investigation, which may delay their immediate access.

AUTHORIZED USERS AND RESTRICTIONS

Each card is assigned to an account, and only one account is allowed per Social Security number. You are allowed to issue up to two (2) cards to other people for FREE, and you are permitted to allow other people to have access to your card or card number. However, if you do, you are liable for all transactions made with the card or card number by those persons. You must notify us to revoke permission for any person you previously authorized to use your card. You are responsible for all transactions and fees incurred by you or any other person you have authorized. If you tell us to revoke another person’s use of your card, we may revoke your card and issue a new card with a different number. You are wholly responsible for the use of each card according to the terms of this agreement.

Each cardholder agrees to these terms and conditions, as amended from time to time. For updated terms and conditions, visit the FNBT website at www.1stnb.com/prepaid or the FCB website at www.1stcb.com/prepaid. If you do not agree to these terms and conditions, please do not use the card. In order to become a cardholder, you must be an individual who can lawfully enter into and form contracts under applicable law. By activating or using a card, you warrant factual representation of the required information, including, but not limited to, your real name, valid U.S. mailing address and residential address (if different), Social Security number, date of birth, and telephone number.

ACTIVATING AND REGISTERING THE CARD

Cards purchased at a banking center are activated immediately. To activate a card that is purchased online or at a retail location, call 877-404-4833. Cards purchased online or at a retailer must first be registered online. It is important to register your prepaid card as soon as possible. Until you register your card, we are not required to research or resolve errors regarding your card. To register your card online, go to the FNBT website at www.1stnb.com/prepaid or the FCB website at www.1stcb.com/prepaid and log in to the cardholder Card Services website or call us at 877-404-4833. We will ask you for identifying information about yourself (including your full name, address, date of birth, and Social Security number), so that we can verify your identity. Once we have done so, we will address your complaint or question.

USING THE CARD

You may use the card as often as you like to obtain goods and services up to the amount of funds that have been placed on the card. The card will allow you to make purchases everywhere in the United States where MasterCard® is accepted. You are responsible for all transactions initiated by use of your card. If you permit someone else to use your card we will treat this as if you have authorized such use and you will be responsible for any transactions made subject to such use.

You also may use the card outside of the United States, including with foreign Internet merchants, at the merchant’s discretion. If a card is used to make a purchase outside the United States, MasterCard® will convert the local currency amount of the transaction to U.S. Dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is either (a) a rate selected by MasterCard® from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate MasterCard® itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. The currency conversion rate for the processing date may differ from the rate in effect on the date of the transaction or the date the transaction is charged to the card’s balance.

If you use your card number without presenting your card (such as for a mail order, Internet or telephone purchase), the legal effect will be the same as if you used the card itself. For security reasons, we may limit the amount or number of transactions you can make on your card. You can redeem your card for cash. You may use your card to access cash at an Automated Teller Machine (ATM); a Personalized Identification Number (PIN) is required. To obtain a PIN please call 877-404-4833.

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For certain transactions you will need the card authentication code, which is the 3-digit code that is located on the back of the card next to the signature panel. This authentication code is required when requesting an Operator-Assisted Call at 877-404-4833 and to access the online cardholder Card Services website at www.1stnb.com/prepaid for FNBT or www.1stcb.com/prepaid for FCB.

Each time you use the card, we will deduct the full amount of the purchase, including any taxes and fees, plus additional amounts authorized by merchants and processed through the payment authorization system, from the remaining balance of funds on the card. As discussed below, additional authorized amounts may temporarily reduce the available funds on the card. If you use the card for more than its available balance, you agree that we may deduct the negative balance amount from any current or future funds on this card, any other card in your name, or any other account that you maintain with us.

PURCHASES AT RESTAURANTS, GAS STATIONS, HOTELS, SALONS, SPAS, RENTAL CAR COMPANIES AND SIMILAR MERCHANTS

In some cases card purchases may be declined because the authorization amount exceeds the available balance of funds on the card or exceeds the final transaction amount of the purchase. The reason for this difference is that the merchant may not know the final amount of the transaction at the time the card is used. This difference is typical at merchants like restaurants and salons where tips are customary. When using the card at a merchant where a tip is included your authorization amount may be for 20% over the normal purchase amount. Purchases made at a “pay at the pump” gas station may authorize up to \$75.00 or more even if your purchase amount is less, which reduces the overall available amount on the card. You may be able to avoid transaction holds by purchasing gasoline inside the station.

Merchant authorizations that hold available funds on the card typically reduce the balance until the actual purchase amount is received by us, which can be up to seven (7) days later or more depending on the merchant. For example, if you use your card for airline purchases the hold time can be up to fourteen (14) days and for car rentals up to thirty (30) days. If we have reduced your card balance due to merchant holds submitted through the payment authorization system, attempted transactions for the amount of the remaining balance of the card may be declined.

COMBINING FORMS OF PAYMENT

If you wish to use your card to purchase an item for more than the available balance on the card, subject to the merchant’s policy, you may be able to use your card toward a portion of the purchase price and then use another form of payment to pay the balance of the purchase price. Before using the card in combination with another form of payment, please contact Card Services at 877-404-4833 to confirm the available balance on your card. The merchant may or may not accept multiple forms of payment, at its discretion, and we do not guarantee that a merchant will accept two forms of payment for a purchase.

CARD BALANCES

You are responsible for knowing the balance available on your card at all times. Merchants will not have knowledge of the available balance on your card, so you need to know the balance prior to making purchases. You may obtain information about the money you have remaining on your card by calling 877-404-4833. This information, along with an 18 month history of account transactions, is also available online at www.1stnb.com/prepaid or www.1stcb.com/prepaid.

You also have the right to obtain at least 18 months of written history of account transactions by calling 877-404-4833, or by writing us at P.O. Box 937, Killeen, TX 76540. You will not be charged a fee for this information.

PROHIBITED USES AND LIMITATIONS

You may not use your card: (a) to obtain more than \$600 in cash from ATM’s each day; or (b) to purchase more than \$1,500 (or the amount on your card, if less) worth of goods or services (including cash back) in point-of-sale transactions each day. For security reasons, there may be additional limits on the amount, number or type of transactions you can make using your card.

You do not have the right to stop payment on any purchase transaction originated by use of your card. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds. Please note that we have no control over when a merchant settles a previously authorized transaction. When you use your card to rent a vehicle, hotel room, or to make other purchases, the merchant may initiate an authorization hold on your funds. Merchants may initiate authorization holds for many reasons, including (without limit) to satisfy “security deposit” requirements or to ensure available funds when you complete your transaction. Funds loaded onto the card that are subject to an authorization hold will not be available to pay for other purchases or ATM withdrawals.

YOU ARE PROHIBITED FROM USING THE CARD FOR INTERNET GAMBLING AND FOR OTHER UNLAWFUL ACTIVITIES.

RELOADING YOUR CARD

You may load additional amounts onto your card:

- With cash at any FNBT/FCB branch;
- By cashing a payroll check from your employer or a government-issued check at a FNBT/FCB branch and asking the personal banker to load the value to your card; and
- By Direct Deposit from your employer of your salary or wages.

You can reload your card at any FNBT/FCB branch for FREE. You agree to present the card and meet identification requirements to complete reload transactions. Please note that if you reload your card at other locations, we do not charge you a fee, but those businesses may charge a fee to you for the service they provide. The maximum amount that may be loaded to a card by cash or by cashing a payroll check in a day is \$2,500. The maximum balance of your card is restricted to \$5,000. Exceptions to the maximum balance may be made on a case by case basis, and for security reasons, there may be additional limits on the amount, number or type of reloads you can make to your card.

Additional Information about Reloading through Direct Deposit.

You may arrange to have Direct Deposit on your card by coming into a branch. You do not have to get your government benefit payments or accept your payroll on this card. Ask about other ways to get your payments or wages. We restrict the maximum value load you may place on your card and any other cards you have authorized. The maximum amount that may be loaded to a card by Direct Deposit(s) in a day is \$2,500. Exceptions to this daily limit may be made on a case by case basis. Any Direct Deposit load attempt that exceeds the maximum amount in a day will be rejected and no amount from that Direct Deposit will be loaded to the card.

On the day your Direct Deposit loads to the card, any additional loads made by another method (cash, cashing a payroll check) may be impacted. You will not be able to load additional amounts by another method if your Direct Deposit is \$2,500 or more. If the Direct Deposit load is less than \$2,500, you may load additional amounts by another method up to a maximum total load in a day of \$2,500.

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NO EXPIRATION; VALID THROUGH DATE

The funds on the card do not expire, but they will be reduced by fees as disclosed in this agreement. You may access the funds on the card until the available balance reaches \$0, subject to abandoned property (discussed below) and other applicable laws, though the card may be reloaded.

The date noted on the front of the card is the date through which use of the card is valid. This date is required to ensure that the card can be used with merchants that request or require customers to provide a card expiration date during the transaction process. You may not use the card after the noted valid through date. If you still have available funds on the card after the valid through date has passed, you may contact us at 877-404-4833 or visit any FNBT/FCB branch for a replacement card.

CHARGES AND FEES

Cards may be purchased for a purchase price of \$2.00. We encourage you to use your card immediately to avoid the imposition of fees that will reduce the available balance on your card. The following fees may apply and will be deducted from the available funds on the card as applicable:

Monthly Fee	Per Purchase	ATM Withdrawal	Cash Reload
Up to \$2.00*	\$0 With Signature \$0 With PIN	\$0 In-Network \$2.00 Out-of-Network	\$0
No Overdraft or Credit-Related Fees			
ATM Balance Inquiry (In-Network or Out-of-Network)			\$0 or \$2.00
Customer Service (IVR/Cardholder Web Access)			\$0 Per Call
Customer Service (Operator-Assisted Calls)			\$3.00 Per Call
Inactivity (No Transactions for 12 Months)			Up to \$2.00 Per Month
Card Purchase Fee			\$2.00
International Transaction Fee			\$3.00

* Starts 30 days after the card is loaded.

Find details and conditions for all fees and services inside the package or call 877-404-4833 or visit www.1stnb.com/prepaid or www.1stcb.com/prepaid.

Register your card with FNBT/FCB to protect your money.

For more information about prepaid cards, visit cfpb.gov/prepays.

When you use an ATM not owned by us, you may be charged a fee by the ATM owner, operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a transaction). The Operator-Assisted Call fee does not apply if you are calling to report a lost or stolen card or if you are calling to exercise your error resolution rights.

Lost/Stolen Cards or Unauthorized Transactions

Tell us **AT ONCE** if you believe your card has been lost or stolen by calling us toll-free at 877-404-4833. Contacting us immediately is the best way of keeping your possible losses down. **IF YOU BELIEVE THAT YOUR CARD HAS BEEN STOLEN, OR THAT SOMEONE HAS TRANSFERRED OR MAY TRANSFER MONEY FROM YOUR CARD WITHOUT YOUR PERMISSION, CALL US TOLL-FREE AT 877-404-4833. WE WILL CANCEL THE CARD AND WILL REIMBURSE YOU FOR THE REMAINING VALUE STILL ON THE CARD AS OF THE TIME YOU NOTIFY US. IF YOU NOTIFY US WITHIN TWO (2) BUSINESS DAYS OF THE LOSS OR THEFT, AND SOMEONE HAS USED YOUR CARD WITHOUT YOUR PERMISSION, WE WILL ALSO REIMBURSE YOU FOR ANY FUNDS TAKEN FROM THE CARD WITHOUT PERMISSION. IF YOU ARE GROSSLY NEGLIGENT OR HAVE ENGAGED IN FRAUDULENT CONDUCT, YOU COULD LOSE ALL THE MONEY ON YOUR CARD. A TRANSACTION IS UNAUTHORIZED IF IT IS NOT INITIATED BY YOU, YOU DID NOT GIVE PERMISSION AND YOU DO NOT BENEFIT FROM THE TRANSACTION IN ANY WAY. IF YOU DO NOT NOTIFY US WITHIN TWO (2) BUSINESS DAYS AFTER YOU LEARN OF THE LOSS OR THEFT OF YOUR CARD AND WE CAN PROVE THAT WE COULD HAVE STOPPED SOMEONE FROM USING YOUR CARD WITHOUT YOUR PERMISSION IF YOU HAD PROMPTLY NOTIFIED US, YOU COULD LOSE AS MUCH AS \$500.** We reserve the right to investigate any claim you may make with respect to a lost or stolen card, and you agree to cooperate with such investigation.

ERRORS AND QUESTIONS

In case of service errors or questions concerning your card, or errors or questions concerning a transaction on your card, do one of the following as soon as possible:

1. Visit your FNBT/FCB branch;
2. Call Card Services at 877-404-4833; or
3. Write to FNBT/FCB, P.O. Box 937, Killeen TX 76540

We must hear from you within sixty (60) days after we sent you the first statement or notification in which the transaction error or problem appeared. To assist us with expediting your request as well as allow you to take advantage of your federal rights when reporting an error or question about any transaction on your card, please provide us with:

- Your name;
- Card number(s) and User Name (NOT your password) of the card(s) involved;
- A description of the error or transfer you are uncertain about with a clear explanation of why you believe it is an error or why you need more information;
- Any reference numbers or descriptive language shown on the statement or receipt that will help us identify the transaction; and
- The dollar amount of the suspected error.

If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. Within ten (10) business days after we hear from you, we will conduct an investigation and promptly correct any errors. If the transfer involved a new card, we may take up to twenty (20) business days to conduct our investigation and correct any errors. A card is considered new for thirty (30) days after the day the card is purchased and is loaded for the first time. In

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some cases, a complete investigation may take up to ninety (90) days, especially if the transfer was a Point-Of-Sale (POS) debit card transaction, involved a new card or was initiated in a foreign country. If we determine that the investigation will take an excessive amount of time to complete, we will credit your card for the amount you claim is in error so you will have use of the money during the time it takes us to complete our investigation. This credit will be applied within ten (10) business days on most cards, and twenty (20) business days if the transfer involved a new card. If we asked you to put your complaint or question in writing and we did not receive it within ten (10) business days of notifying us verbally, we may not credit your card. We will notify you of 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. If you need more information on our error-resolution procedures, call us at 877-404-4833 or visit www.1stnb.com/prepaid or www.1stcb.com/prepaid.

DATA PROTECTION AND PRIVACY; DISCLOSURE OF INFORMATION TO THIRD PARTIES

We obtain and may disclose information to third parties about you, your card and transactions using your card in the following situations: (a) to comply with applicable law, including regulatory requests, recommendations and orders, subpoenas and other legal proceedings; (b) in connection with regulatory examinations and oversight; (c) if we believe a crime may have been committed involving the card or the funds on the card; (d) when necessary to verify or complete a transaction; (e) to verify the existence or validity of or the balance of funds on the card to a third party, such as a merchant or credit bureau; (f) to provide information to your legal representative or successor; (g) to report the involuntary cancellation and revocation of the card; (h) when we conclude that disclosure is necessary to protect you, the card, or our interests; (i) to our agents, independent contractors, and other representatives in connection with servicing or processing your card or its transactions, or similar purposes; (j) to any person to whom you transfer the card; (k) with your consent; (l) as otherwise disclosed in our Privacy Policy (which applies to those card purchasers and users who are our customers), which is available on our website at www.1stnb.com/privacy for FNBT or www.1stcb.com/privacy for FCB; or (m) otherwise as permitted by law.

In addition to personal information we may obtain about you as described in our Privacy Policy, we may obtain personal information about you, including information about you (such as your name and address) that you provide at the time of purchase or registration of the card or at the time the card is activated or during customer service calls, as well as information about purchases made with the card, such as the date, amount and place of purchase. For purposes of fraud prevention and regulatory compliance, we may also obtain information about you from providers of identity verification data and demographic information. We maintain physical, electronic and procedural security measures that comply with federal regulations to safeguard personal information. We will use personal information obtained in connection with the card to process card transactions, to provide customer service, to process claims for lost or stolen cards, and to help protect against fraud involving the card.

PERIODIC STATEMENTS & NOTICES

A continuously updated account statement for your card, in electronic format, is available by logging in to our cardholder Card Services website at www.1stnb.com/prepaid for FNBT or www.1stcb.com/prepaid for FCB. The statement will be made available free of charge and regardless of whether or how often you access the account statement for your card. Periodic account statements and notices for your card will only be provided electronically. To receive notices electronically, you must have a working connection to the Internet with e-mail capability to open Portable Document Format (PDF) files with Adobe Reader 5.0 or higher. You may change your e-mail address at any time online.

ABANDONED PROPERTY

Under Texas law, cards that have available funds must be escheated (turned over as abandoned property) to the State of Texas after a certain amount of time if we do not know the existence and location of the owner. If you keep your contact information up to date, then your card will not be escheated to the State of Texas. If you do not properly register your card with us or keep your information up to date, then we will have to turn over your card's available balance as abandoned property to the State of Texas on (a) the third anniversary of the card issue date, if the card is not used after issuance, or (b) the third anniversary of the date the card was last used. To protect your interest in the available funds on the card, please properly register your card and keep your contact information up to date. If the card's available balance is escheated to the State of Texas, you will no longer have access to the funds that were on the card prior to escheatment.

Under New Mexico law, cards that have available funds must be escheated (turned over as abandoned property) to the State of New Mexico after a certain amount of time if we do not know the existence and location of the owner. If you keep your contact information up to date, then your card will not be escheated to the State of New Mexico. If you do not properly register your card with us or keep your information up to date, then we will have to turn over your card's available balance as abandoned property to the State of New Mexico on (a) the fifth anniversary of the card issue date, if the card is not used after issuance, or (b) the fifth anniversary of the date the card was last used, whichever date is earlier. To protect your interest in the available funds on the card, please properly register your card and keep your contact information up to date. If the card's available balance is escheated to the State of New Mexico, you will no longer have access to the funds that were on the card prior to escheatment.

Under Arizona law, cards that have available funds are not considered property and are not subject to escheatment laws of the State of Arizona. Accordingly, your card's available balance will not be turned over to the State of Arizona due to inactivity or non-use of the card. However, we will continue to reduce the funds by fees as disclosed in this agreement. You may access the funds on the card until the available balance reaches \$0.

AMENDMENTS

We may amend this agreement at any time, and the amendment will become effective once it has been posted on our website at www.1stnb.com/prepaid for FNBT or www.1stcb.com/prepaid for FCB. We may modify any term of this agreement or terminate this agreement immediately, without notice to you, in order to comply with applicable law or the request, recommendation or order of any appropriate federal or state authority.

APPLICABLE LAW

This agreement shall be governed by the laws of the State of Texas (without regard to that state's conflict of law principles) and applicable federal law; provided, however, that the Arbitration provision set forth below shall be governed by the Federal Arbitration Act. A determination that any provision of this agreement is unenforceable or invalid shall not render any other provision of this agreement unenforceable or invalid.

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AGREEMENT TO ARBITRATE; CLASS ACTION WAIVER; DAMAGE LIMITATION; JURY TRIAL WAIVER; ETC.

A. AGREEMENT TO ARBITRATE.

- I. THE BANK AND YOU AGREE TO RESOLVE ALL DISPUTES INVOLVING THE BANK THROUGH BINDING ARBITRATION, WHETHER SUCH DISPUTES OR MATTERS IN QUESTION ARISE OUT, OF OR ARE RELATED TO, THIS AGREEMENT OR THE RELATIONSHIP BETWEEN YOU AND THE BANK RELATED TO YOUR DEPOSIT ACCOUNT, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. AT ARBITRATION, DISPUTES SHALL BE RESOLVED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"), IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OR CONSUMER ARBITRATION RULES (COLLECTIVELY, THE "RULES") OF THE AAA, AS APPLICABLE, AND ALL SUCH PROCEEDINGS SHALL BE SUBJECT TO THE FEDERAL ARBITRATION ACT. ARBITRATION SHALL TAKE PLACE IN BELL COUNTY, TEXAS, OR, IF BELL COUNTY, TEXAS, IS NOT REASONABLY CONVENIENT FOR EITHER PARTY, SUCH OTHER LOCATION AS IS REASONABLY CONVENIENT FOR BOTH PARTIES. ANY PARTY THAT DESIRES TO ENFORCE AN ARBITRATION AWARD IN COURT MAY SEEK ENFORCEMENT OF THE ARBITRATION AWARD IN ANY COURT HAVING JURISDICTION THEREOF.
- II. Disputes between you and the Bank shall be resolved by one arbitrator, who shall be appointed in accordance with the Rules. All costs, fees and expenses of arbitration shall be paid in accordance with the Rules.
- III. The selected arbitrator shall decide whether a particular dispute is or is not arbitrable.

B. CLASS ACTION WAIVER. BY SIGNING THE SIGNATURE CARD AND AGREEING TO THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO SERVE AS A CLASS REPRESENTATIVE FOR, OR PARTICIPATE AS A MEMBER OF, A CLASS ACTION, WHETHER IN COURT OR IN ARBITRATION, IN CONNECTION WITH A DISPUTE INVOLVING THE BANK.

C. JURY TRIAL WAIVER. BY SIGNING THE SIGNATURE CARD AND AGREEING TO THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY AND WAIVE YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTES INVOLVING THE BANK.

D. Damages. Only damages allowed pursuant to this Agreement may be awarded. The selected arbitrator shall be empowered to grant any damages that would be available in court under law or in equity.

E. Procedure for Injunctive Relief. In the event a party to this Agreement seeks injunctive relief, the claim shall be administratively expedited by the AAA, which shall appoint a single, neutral arbitrator for the limited purpose of deciding such claim. The selected arbitrator shall decide the claim for injunctive relief immediately on hearing or receiving the parties' submissions (unless, in the interests of justice, the arbitrator must rule ex parte). It is the intent of the parties to this Agreement that the selected arbitrator shall rule on claims for injunctive relief within 24 hours of submission of the claim to the AAA; provided, however, that the selected arbitrator may extend this time limit in the interests of justice. Any relief granted under this procedure for injunctive relief shall be enforceable in any court having jurisdiction thereof, on an expedited, ex parte basis.

F. Small Claims. Notwithstanding the foregoing provisions of this Section, either party to this Agreement shall retain the right to seek relief in a small claims court for disputes or claims within the scope of its jurisdiction.

G. Survival of Obligations; Severability. The obligations of you, your representatives and the Bank under the foregoing provisions will survive the closure of your deposit Account(s) with us and the termination of all of your business with us. If any part of the foregoing provisions related to the agreement to arbitrate disputes is found to be unenforceable, then none of the provisions regarding arbitration will apply, but the Damage Limitation, Class Action Waiver and the Jury Trial Waiver shall continue to apply.

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