



Cardholder Agreement

The information set forth below, constitutes an agreement ("Agreement") between you and Commercial Bank of Texas, N.A. ("Your Financial Institution"), the issuer of your Debit MasterCard ("Card"). Please keep this information for your future use and information. By retaining and validating the Card provided by your Financial Institution, you agree to be bound by these terms and conditions. For the purposes of this Agreement, "you" and "your" shall refer to the person to whom a Card has been issued and anyone authorized by such person to use his or her Card. In this Agreement, "we", "us" and "our" refers to Your Financial Institution. In this Agreement, "Card" refers to the Debit MasterCard and any duplicates, renewals or substitutes issued to you by Your Financial Institution. The provisions of Regulation "E" are incorporated herein by reference, however if your card is a Business Debit Card, the basic rights afforded by Regulation "E" may not apply. Please contact your financial institution for supplemental program information.

1. We shall make available to you, and by entering into this Agreement, you shall be entitled to use the electronic banking communication system (the "System") to access your accounts with us at electronic banking terminals, at any device which we announce from time to time that accept your Card for the types of transactions described in any disclosure, or to purchase goods and services any place your Card is honored by participating merchants. Please refer to any disclosures provided to you by Your Financial Institution for specific information related to the business days of the financial institution and types of transactions, limitations, any fees that may apply, ATM fees, your right to receipts and periodic statements, your right to stop payment of preauthorized transfers and how to place a stop payment order.
2. You shall be liable for all transactions made by you or by any person you authorize or otherwise permit to use your Card. You may not use this card for any illegal transactions.
3. We will disclose information to third parties about your account or the transfers you make: (1) where it is necessary for the completing of transfers; (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court orders; (4) if you give us written permission.
4. The term "available funds" as used in this Agreement and for related banking services shall mean (a) collected funds on deposit in your checking account(s) designated by you, plus any funds available to be transferred automatically from your non-passbook savings account(s) to your designated checking account(s) under a separate agreement with us, or (b) collected funds in your non-passbook savings account(s) designated by you. In no event shall we be obligated to pay or transfer anything other than available funds under this Agreement.
5. Tell us AT ONCE if you believe your Card or your Personal Identification Number (PIN) has been lost, stolen, or used without your permission. Telephoning is the best way of minimizing possible losses. If you tell us within two business days, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. According to MasterCard, if you do not tell us within two business days after you learn of the loss or theft of your Card or PIN without your permission if you had told had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.
6. If you believe that your Card or PIN has been lost, stolen, or someone has transferred money from your account without your permission, call us immediately at 1(800)723-7601 during normal business hours or call 1(888)227-3096 after hours. You may also write us at the address listed at the bottom of this document.
7. If we do not complete a transfer to or from your account on time in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable (a) if through no fault of ours, you do not have enough money in your account to make the transfer; (b) if the transfer would to over the credit limit on your overdraft line; (c) if the automated teller machine where you are making the transfer does not have enough cash; (d) if the terminal or system was not working properly and you knew about the breakdown when you started the transfer; or (e) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. There may be other exceptions stated in our agreement with you.
8. In case of errors or questions about your electronic transfers, telephone us or write us at the telephone number or address listed at the bottom of this document as soon as possible if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and account number (if any). (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us 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 correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or questions on ATM transactions, and up to 90 calendar days to investigate your complaint or questions on point-of-sale debit card transactions and transactions made outside the United States. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error so that you will have the use of money during the time it takes us to complete the investigation. All Debit MasterCard issuers will give customers provisional credit within 10 business days of notification for lost funds due to unauthorized card use. For transactions made on new accounts (accounts less than 30 days old), we have 20 business days to credit your account, and up to 90 days to complete our investigation.

9. When a transaction is made in a foreign currency, MasterCard will convert the transaction into a U.S. dollar amount. MasterCard will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Their regulations and procedures provide that the currency conversion rate they use is either (1) a wholesale market rate or (2) a government –mandated rate in effect on the “processing date”. The currency conversion rate in effect on the date the transaction is performed (“transaction date”) or the date the transaction posts to the account (“posting date”). Your financial institution will pass through any fees imposed by MasterCard for this type of transaction. Please contact your financial institution with any questions concerning those fees.

10. The Card is our property. We may, at any time, demand the return of the Card or invalidate its further use. You agree to return the Card to us on demand.

11. We may change the terms and conditions of the Agreement at any time. We will give written notice at least 21 days before the change becomes effective if the change will result in increased costs or restrict limitations on the transfers you may make. If an immediate change is necessary for security reasons, we may change these terms and conditions without prior notice.

12. This Agreement shall be governed by the laws of the United States. In the event of any conflict between the provisions of the Agreement and any applicable law or regulation, the provisions of this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation. This disclosure may be used in conjunction with other account agreements provided to you by Your Financial Institution.

Commercial Bank of Texas, N.A.

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