

INTERNET BANKING AGREEMENT AND DISCLOSURE

The following information represents the Internet Banking Access Agreement and Disclosures between you and American Bank. This agreement describes your rights and obligations as a user of American Bank's Internet Banking service or the Bill Pay service. It also describes the rights and obligations of American Bank as well as terms and conditions governing the service. Please read this agreement carefully. By requesting the above service(s), you agree to comply with the terms and conditions of this Agreement.

I. Definitions

Internet Banking - online service available to American Bank customers for the purpose of managing finances.

Bill Pay Services - online payment service allowing customers of American Bank to make payments to companies and individuals.

ISP - Internet Service Provider

Access ID - unique ID used to gain access to American Bank's Internet Banking service.

Enhanced Login Security - multi-factor layer of security utilizing questions and answers and cookies to identify users of the Internet Banking system.

Bank - American Bank

Cookies - Small piece of identifying information stored on a computer designed to be read by an Internet browser.

Firewall - Software designed to protect traffic coming in and out of a computer. Similar to a "traffic cop".

Deposit Account Terms and Conditions - Agreement between you and the bank regarding the accounts you own at American Bank.

Virus Protection - Software that is installed on a computer to protect against various types of Internet threats.

SSL Certificate - Secure Socket Layer Certificate which enables applications to transmit information securely.

II. Access to Services

The Bank will provide instructions on how to use the Internet Banking and Bill Pay Services. You will gain access to your internet accounts through the use of your Internet-enabled device, your ISP, your Access ID, password, and enhanced login security. Enhanced Login Security utilizes a one-time passcode to further authenticate your access. You may access your internet accounts 24 hours a day, seven (7) days a week. However, availability of the services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

For purposes of transactions, the Bank's business days are Monday through Friday, excluding holidays and weekends. All internet banking transaction requests received after 6:00 p.m. on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to

remain closed, will be processed on the Bank's next business day. The Bank's business day begins at 9:00 a.m.

For an optimal internet banking experience, please make sure your computer or laptop meet the following:

- Cookies are enabled.
- JavaScript is enabled.
- Minimum Screen Resolution is set to 1024x768.
- Adobe Acrobat Reader is version 6 or higher.
- Adobe Flash Player is Version 9 or higher.
- The following browsers provide optimal experience on a PC: Internet Explorer 9 and 10, Firefox.
- Safari 6 provides optimal experience on a MAC.

III. Banking Services with Internet Banking

- A. Account Access Eligible accounts are those accounts on which you are an authorized signer or owner. The types of accounts available to access through the Internet system are: Checking Accounts, Money Market Accounts, Savings Accounts, Certificates of Deposits, and Loans.
- B. Transfer of Funds In addition to viewing account information, you may use Internet Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, savings accounts, and money market accounts.

NOTE: Because regulations require the Bank to limit preauthorized transfers (including Internet Banking transfers), the following limitations apply:

- *Savings account.* You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer or by telephone or Internet Banking.
 - *Money Market accounts.* You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer or by telephone or Internet Banking and no more than six (6) of these may be by check, draft or debit card. *Please note:* If there are not sufficient funds in the account, we cannot complete this transfer. However, future recurring transfers will not be impacted.
- C. eStatements You may view an online copy of your statement in a PDF format with an option to suppress your paper statement. You may also elect to receive notification when the statement is available. This is the same statement you receive in the mail.
- D. Stop Payments You may place a stop payment on your account for a check that has not cleared your account. This is a real-time request. Please refer to the Fee Schedule in your Deposit Account Agreement for fees associated with this service.
- E. Order Checks You may order checks on your account by accessing a link within Internet Banking. By accessing this link, you are leaving the bank site to go to the approved check vendor site.

- F. Money Management Personal financial management tool that enables you to manage your finances right within our Internet Banking site.
- G. Single Sign-On Allows automatic access to Bill Pay and Order Checks without having to re-enter an Access ID and Password.
- H. Transfer between your bank accounts with other banks This service allows transfers of funds between your American Bank accounts to accounts you own at other financial institutions. This feature will be available soon.
- I. Export transactions to your personal financial management software Allows you to export transactions from Internet Banking to personal financial management software like Quicken or Microsoft Money or even an Excel spreadsheet.
- J. Purchase Rewards - Allows you to redeem presented offers for cash when using your debit card.
- K. Mobile Banking - Allows you to access your account information via SMS, Mobile Web, or Mobile Apps on supported iPhones, iPads and Android devices and tablets.
- L. Send us a secure message Enables you to send a secure encrypted email to the bank regarding information on your account.
- M. Request an Address Change Allows you to send a secure address change request to the bank. Additional verification may be required.
- N. Request a Copy of a check Allows you to request copies of checks that may not be available within Internet Banking. Please refer to the Fee Schedule in your Deposit Account Agreement for fee associated with this service.
- O. Set up notifications and alerts Allows you to set up notifications and alerts to monitor your account for fraud or other information. They may include check clearing alerts, balance threshold alerts, or other personal reminders.
- P. Additional Services New services may be introduced for internet banking from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

IV. Schedule of Fees

The Bank offers the benefits and convenience of the Internet Banking Service and Bill Pay Services at no cost to you. There are certain services available via Internet Banking that may incur a charge. Please refer to the Fee Schedule in your Deposit Account Agreement and Disclosures for a complete listing.

V. Statements

Unless you opted to suppress your paper statement through online statements, you will continue to receive your regular account statement as described in the Deposit Account Agreement and Disclosures either monthly or quarterly, depending on the type of account. In addition to other account activity, your statements will include any transfers you authorize using the services described in this agreement.

VI. Use of Your Security Password

You are responsible for keeping your password and internet account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, password, or Access ID;
- Do not leave your computer unattended while you are in the Bank's internet banking site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, password, etc.) in any public or general e-mail system.
- Enable Virus Protection and personal Firewalls on your computer.
- Never use easy to guess passwords such as birth dates, first names, pet names, addresses, phone numbers, or social security numbers.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at 254-412-2000 between the hours of 7:30 a.m. to 6:00 p.m. Monday through Friday. Telephoning the Bank is the best way of minimizing your losses and liability. (See Section XII)

The Password change feature within Internet Banking will allow you to change your password immediately in order to provide additional protection.

VII. How we Protect You

We utilize the following technologies to ensure the security and privacy of our customers and account information:

Encryption: The privacy of communications between you (your browser) and our servers is ensured via 128 bit encryption. Encryption scrambles messages exchanged between your browser and our Internet Banking servers.

Password Complexity: It is important to verify that only authorized persons log into Internet Banking. This is achieved by verifying your password. When you submit your password, it is compared with the password we store in our secure data center.

We allow you to enter your password incorrectly a limited number of times; too many incorrect passwords will result in the locking of your internet banking accounts. You must call the bank to "unlock" the account. We monitor and record "bad-login" attempts to detect any suspicious activity (i.e. someone trying to guess your password).

Secure Architecture: The computers storing your actual account information are not linked directly to the Internet.

- Transactions initiated through the Internet are received by Internet Banking web servers that are protected with SSL certificates.
- These servers route your transaction through firewall servers.
- Firewall servers act as a traffic cop between segments of our Internet Banking network used to store information, and the public Internet.

- This configuration isolates the publicly accessible Web servers from data stored on our Internet Banking servers and ensures only authorized requests are processed.
- Various control mechanisms, including intrusion detection and anti-virus, monitor for and protect our systems from potential malicious activity. Additionally, our Internet Banking servers are fault-tolerant, and provide for uninterrupted access, even in the event of various types of failures.

Internet Banking features that promote Security: We provide a number of additional security features in Internet Banking to help protect you:

- **Timeout:** This prevents curious persons from continuing your online banking session if you left your PC unattended without logging out. You may set the timeout period in Internet Banking Preferences. We recommend that you always log out when finished banking online.
- **Check Images:** View an exact image of your check transactions online to help prevent fraud.
- **Alerts:** Check clear alerts, payment and balance alerts are financial tools we provide to help you monitor your account more actively and to detect suspicious activity more easily.
- **Enhanced Login Security:** Enhanced Login Security protects against online fraud by providing an additional authentication "factor" beyond your Access ID and Password. This identifies you as the true "owner" of your accounts by recognizing not only your password but your computer as well. If we don't recognize your computer, we'll ask you to request and enter a one-time passcode as an additional line of defense to prevent unauthorized access.

VIII. Electronic Mail (E-mail)

If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

- **NOTE:** E-mail transmissions outside of the Internet Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the Secure Email form provided in our Internet Banking site. Use this secure form to e-mail the Bank regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting the Bank regarding other concerns of a confidential nature.

American Bank will never ask for your login credentials via an email, voicemail, or text. We will never ask you to access a link to re-enter your information. If you receive such a request, please contact us immediately at (254)412-2000 or forward the email to us at admin@ambankwaco.com.

IX. Bill Payment Services

Description of Service. The Bill Pay Service permits you to use your Internet-enabled device to direct payments from your designated online Bill Pay Account to third parties you wish to pay. Your Bill Pay Account must be a primary checking account. Through the Bill Pay Service, you can pay bills from your Bill Pay Account to businesses or individuals. Please refer to the complete Bill Pay Agreement and Disclosure.

X. Business Accounts

If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

- enter into this Agreement, as amended from time to time;
- access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- use any Internet banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

XI. Term and Termination

- A. Term. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.
- B. Termination for Cause. We may immediately terminate your electronic banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:
1. you do not pay any fee required by this Agreement when due or
 2. you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

XII. Electronic Fund Transfer Provisions For Consumers

- A. Applicability. These provisions are only applicable to online electronic fund transfers(EFT) that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section. Please refer to Addendum B for the complete EFT Agreement and Disclosures.
- B. Telephone Numbers and Addresses. In case of errors or questions regarding an Internet Banking or Bill Pay transaction, call (254)412-2000 or write us at: American Bank, Customer Care Center at 301 Owen Lane, Ste. A, Texas 76701.

We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and account number
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
3. The dollar amount of the suspected error and date on which it occurred.

XIII. Liability

- A. Our Liability. This section explains our liability to you only to the extent that any other agreements, notices, or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Internet Banking or Bill Pay services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Internet Banking and Bill Pay services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

1. If through no fault of the Bank, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
4. If your funds are subject to a legal proceeding or other encumbrance restricts the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

- B. Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Internet Banking or Bill Pay account.
- C. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Internet Banking or Bill Pay account.

- D. Virus Protection. The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

XIV. General Terms and Conditions

- A. Bank Agreements. In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your internet accounts. Your use of the Internet Banking Service or the Bill Pay Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures.
- B. Changes and Modifications. The Bank may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.
- C. Assignment. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition, or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.
- D. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.
- E. Disclosure of Information. We will only disclose information to third parties about your account or transfers you make under the following circumstances:
- where it is necessary for the provision of Internet Banking and for completing transfers;
 - in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
 - in order to comply with government or court orders, or other reporting requirements;
 - if you give us your permission;
 - to the Bank affiliated companies.
- F. Governing Law. This Agreement is governed by the laws of the State of Texas and applicable federal law.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving a deposit account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us", and "our" mean the

Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number. You should keep this notice for future reference.

Internet Banking

Real time Internet Banking on the web at www.ambankwaco.com

Types of Transactions: You may access certain account(s) you maintain with us by computer using your assigned user ID and password by accessing the online banking service. You may use the online banking service to perform the following functions:

- Transfer funds between eligible accounts.
- Obtain balance information on eligible accounts.
- Make loan payments.
- Stop payment requests.
- Request withdrawal from savings account.
- Online bill payment.
- Obtain copy of statement by enrolling in eStatement.
- Allow export of transaction history to personal finance manager.
- Manage finances within Internet Banking

Fees and Charges for Online Service:

- There is a \$30.00 fee per stop payment request.

Government Direct Deposits

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- Accept direct deposits from the U.S. Treasury Department to your checking or savings account.

Fees and Charges:

- We do not charge for any preauthorized EFTs.

Visa Check Card

American Bank Visa Check Card. The Smarter Way to Pay.

Types of Transactions: You may use the card and PIN issues 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 other terminals as the Bank may designate from time to time. POS transactions will be deducted from your Primary Account. POS transactions involving a refund 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 PIN issued to you to initial 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 ATM transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card 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.
- Obtain balance information on your deposit accounts.

Limitations on Frequency and Amount:

- For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs and this POS service.
- You may purchase up to a maximum of \$1,000.00 worth of goods and services per day, exclusive 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.
- There is a Replacement Card Fee of \$5.00 per card.
- 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 (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

Telebank

Types of Audio Response Services: You may access your deposit account(s) by using a separate PIN assigned to you and your account number in our audio response system. At the present time you may use the system to:

- Transfer funds between your deposit accounts.
- Give you tax information on interest earned or paid on your accounts.
- Obtain balance information on your deposit accounts.
- Verify the last date and amount of your payroll deposit.
- Determine if a particular check has cleared your account.

Limitations on Frequency and Amount:

- There are no limits on the number or dollar amount of inquiries, transfers or withdrawals you make per day.

Fees and Charges for Audio Response Services:

- We do not charge for any Audio Response Transactions.

Other EFT Transactions

You may access certain account(s) you maintain with us by other EFT transaction types as described below.

Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day when you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

Re-presented Check Transactions and Fees. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

The following limitations may be applicable to your accounts, except as provided by law:

Liability for Unauthorized VISA Point of Sale Debit Card Transactions. Tell us, **AT ONCE**, if you believe your VISA point of sale debit card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized VISA point of sale debit card transaction that take place on the VISA system is Zero dollars (\$0.00). We may require you to provide a written statement regarding claims of unauthorized VISA point of sale debit card transactions.

These provisions limiting your liability do not apply to VISA commercial credit cards, ATM transactions, or PIN transactions not processed by VISA; and apply only to cards issued in the United States. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law (see Liability for Unauthorized Transfers paragraph below) only if we determine that you were grossly negligent or fraudulent in the handling of your account or point of sale debit card. For specific restrictions, limitations, and other details see your Cardholder Agreement. To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth below. This will help prevent unauthorized access to your account and minimize any inconvenience.

VISA is a registered trademark of Visa International.

In addition to the limitations set forth above, the following limitations may be applicable to your accounts:

Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your Card, ATM PIN, POS card or PIN, Audio Response PIN, or online banking PIN 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. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, 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 will extend the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (254) 412-2000, or write us at American Bank, NA, 301 Owen Lane, Ste. A, Waco, TX 76701. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

Illegal Transactions. You may not use your ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect any debt arising out of any illegal or unlawful transaction.

Business Days. For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

Documentation

Periodic Statement. You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case, you will get a statement at least quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfers to or from your account is a preauthorized deposit.

Terminal Receipt. You can get a receipt at the time you make a transfer to or from your account using one of our ATMs or a POS terminal. However, receipts for transactions of \$15.00 or less may not always be available.

Direct 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 (254) 412-2000 to find out whether or not the deposit has been made.

Our Liability for Failure to Make Transfers. 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. 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 money in your account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.

- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

In Case of Errors or Questions about your Electronic Transfers. Telephone us at **(254) 412-2000**, or write us at **American Bank, NA at 301 Owen Lane, Ste. A, Waco, Texas, 76701** as soon as you can 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.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about to and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 determine whether an error occurred 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 days (90 days if the transfer involved a point of sale transaction, foreign-initiated transfer, or a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us 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 credit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

If a notice or error involves unauthorized use of your point of sale debit card with the VISA logo when it is used as a VISA point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within the 10 or 20 business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

Confidentiality. We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers;
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders; or
- If you give us written permission

Personal Identification Number (PIN). The ATM PIN, POS PIN, or Audio Response PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN, POS PIN, or Audio Response PIN available to anyone not authorized to sign on your accounts.

Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or address specified in the Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

Enforcement. In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees on any appeal, subject to any limits under applicable law.

Termination of ATM, POS, and Audio Response Services. You agree that we may terminate this Agreement and your use of the ATM Card, POS or Audio Response services if:

- You or any authorized user of your ATM PIN, POS card or PIN or Audio Response PIN breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your ATM PIN, POS card or PIN or Audio Response PIN;
- We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Preauthorized Electronic Fund Transfers.

Stop Payment Rights. If you have told us in advance to make regular electronic funds transfers out of your account(s), you can stop any of these payments. Here is how: Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you \$30.00 for each stop-payment order you give.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (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.)

Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Other Provisions. There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

ATM SAFETY PRECAUTIONS

As issuers of ATM access devices, we have provided for your information a list of safety precautions regarding the use of automated teller machines. Please read the following safety precautions:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM is used after dark.
- Refrain from displaying your cash at the ATM. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home. Do not leave your receipt at or near the ATM.
- It is appropriate to politely ask someone who is uncomfortable close to you to step back before you complete your transaction.
- Consider using another ATM or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM access device and leave.
- Go to the nearest public area where people are located if you are followed after making a transaction.
- Do not reveal your PIN to others. Avoid allowing others to view you PIN entry into an ATM. Memorize your PIN and do not write your PIN or code on your ATM access device.
- Report all crimes to law enforcement officials immediately.