



[Branch Desc]
[Branch Address]
[Branch City, State Zip]
[Date]

COMPANY INFORMATION

- New Card, Account Update, Replacement Card, Change PIN, Change Card Limits

Form fields for Company Information: Company Name, Street Address, Mailing Address, Contact Person, Registered As, Business Checking Account Number, Business Name on Card.

INDIVIDUAL(S) FOR WHOM COMPANY IS REQUESTING ISSUANCE OF CARD (Please Print)

Form for individual cardholders with ATM and Purchases limit options. Includes fields for name, SSN, date of birth, license, and address.

AGREEMENT

By signing this Application, you are requesting, on behalf of the Company, for the Bank to issue a Business Debit Card. You represent that you are authorized to sign this Application on behalf of your Company, understand that the issuance of and use of the Business Debit and is subject to and governed by the terms and provision of the separate business Debit Card Agreement, and have read and understand the Business Debit Card Agreement.

Signature lines for Name of Company, Name of Authorized Signer, Authorized Signature, and Date.

Bank Use Only section with signature and verification fields for ASB Banker and Approving Supervisor.

Change PIN

Generally: This Business Debit Card Agreement (“**Agreement**”) governs your Company’s request for issuance of, and use of a MasterCard Business Debit Card (“**Card**”). This Agreement supplements and incorporates the deposit account agreements which govern the business accounts of the Company and which may be accessed by the use of the Card. If there is a conflict between these agreements, the terms most favorable to the Bank shall control. If there is a conflict between what a Bank employee tells you and the terms of this Agreement, the terms of this Agreement will control. Use of the Card verifies your acceptance of the terms of this Agreement.

Definitions: As used in this Agreement, the following words shall have the definitions stated:

“**Account**” or “**Accounts**” means those deposit accounts that the Company maintains with Bank and to which the Company has access by use of the Card.

“**Application**” means the Business Debit Card Application submitted on behalf of the Company requesting that the Bank issue a Business Debit Card for use by the Company.

“**ATM**” means automated teller machines.

“**we**”, “**our**”, “**us**”, “**Bank**” refers to American State Bank, Lubbock, Texas.

“**Cardholder**” refers to each person authorized by the Company to use the Card.

“**you**” or “**your**” means the Company, which is also the owner of the Accounts.

“**PIN**” means the confidential identification number or code assigned to you for identification purposes in connection with use of the Card.

Issuance and Termination of Cards. The Card allows each Cardholder direct access to your Accounts. The Bank will issue Cards and a PIN to each Cardholder. Each Card will identify your business as well as the Cardholder. The Bank may restrict the number of Cardholders for each Account. Each Cardholder must sign their Card before it may be used. Once a Card has been issued, it may not be transferred to another person. You agree to immediately notify us when you terminate a Cardholder’s rights and to promptly return the Card to us.

We have the right to terminate this Agreement at any time with or without cause and without the requirement of prior notice to you. Likewise, you have the right to terminate this Agreement at any time with or without cause upon notice to us of termination. Termination shall not affect the liabilities or the obligations of the parties for transactions initiated prior to the termination or within the time thereafter required by Bank to process the notice of termination.

Use Solely for Business Purposes: The Card may be used solely for business purposes. The Card can be used to purchase goods, to pay for services and to obtain cash at designated ATM’s. The Card is not a consumer card and you agree to provide written instructions to each Cardholder that the Card may not be used for personal, family or householder purposes.

Dollar Limitation on Transactions: You may assign a different individual dollar limitation for each individual Cardholder. The requested dollar limitation for each Card and each Cardholder is set forth in the Application and must be agreed to by the Bank. The dollar limitations may be changed from time to time as herein provided; provided that no change may be made without the consent of Bank.

You agree that Bank may unilaterally, without prior notice, modify the dollar limitations at any time and from time to time and upon a transaction by transaction basis, particularly in situations where computers fail or are unable to properly communicate the actual dollar limitation to the point of sale computers but the transaction still occurs upon a different dollar limitation.

Security Procedures/Use of PIN: Appropriate signatures or use of a PIN may be required to use your Card to purchase goods or pay for services for point of sale transactions or to obtain cash at designated ATM’s. Most transactions will not require both the use of a PIN and a signature.

You agree that our security procedures are commercially reasonable in the context of your operations, requirements and internal procedures. You agree to establish prudent security standards and policies which include proper safeguards to protect the confidentiality of all PINs and which protect against the unauthorized use of the Card. You are solely responsible for establishing and maintaining the procedures as required to safeguard against unauthorized use of the Card.

Any use of the Card to pay for goods or services and any use of the Card for an ATM withdrawal under this Agreement with or without a valid PIN or signature will be considered to be authorized, authentic, valid and binding upon the Company. The Bank is fully protected when it acts in good faith with regard to such transactions whether or not authorized by you.

You agree to notify us immediately, followed by written confirmation, of any attempts or suspected attempts of unauthorized use of the Card. You must also notify us, in the same manner, if you suspect that any security procedure has been compromised. You are responsible for all transactions initiated by the use of your Card whether authorized or unauthorized until we receive actual notice of the unauthorized use and for a commercially reasonable time thereafter as required by Bank to stop or prevent unauthorized transactions. The occurrence of an unauthorized use of the Card will not affect the validity of any transactions which were initiated prior to receipt of such notification nor within a reasonable time thereafter.

Zero Liability *: As a MasterCard® cardholder your card issuer won’t hold you liable in the event of an unauthorized use of your U.S.-issued MasterCard card. Exceptions apply.* This coverage extends to purchases made in a store, over the telephone, or online.

Zero Liability is provided under the following conditions:

- Your account is in good standing.
- You have exercised reasonable care in safeguarding your card.
- You have not reported two or more unauthorized events in the past 12 months.

*Zero liability shall not apply to cards issued to an entity other than a natural person or primarily for business, commercial, or agricultural purposes, except that the Rule apply to the card programs for small business described on www.mastercardbusiness.com or if a PIN is used the Cardholder verification method for unauthorized transaction(s).

Fees and Charges: You agree to pay such fees and charges for use of the Card as may be established by the Bank from time to time.

Amendment: You agree that the terms and conditions of this Agreement, including the dollar limitations on use of a Card, may be amended by us at any time. We will notify you of amendments as required by applicable law.

You may add or remove Accounts or Cardholders or change the dollar limitation(s) on the use of a Card by submitting a new updated or supplemental Application at any time to effect the requested changes. Such updated information will be implemented as soon as we can confirm that the request is executed by a properly authorized person and are otherwise acceptable to us.

We may refuse to issue a Card and the use of a Card may be cancelled, revoked or limited by us at any time without prior notice to you. We have the right at any time and without notice to eliminate any or all of the services that currently are available to you by use of the Card or to add new services.

Bank Assumes No Liability: We agree to provide you with use of the Card in accordance with the provisions of this Agreement, however, we make no warranty of any kind, expressed, implied or statutory including any warranty of merchantability or fitness for a particular purpose in connection with this Agreement and your use of the Card. **We shall be fully protected in performing any transactions in accordance with the provisions of this agreement, whether or not the person acting on your behalf with respect to such transaction is authorized by you to perform such transaction.**

To the maximum extent permitted by law, we will not be liable for events or circumstances beyond our reasonable control. In any event our liability for damages for any cause whatsoever, regardless of the form of action, is limited to direct damages sustained by you and then only to the extent that the damages directly result from our breach of this Agreement. Further, our liability to you for loss or damage shall not exceed the amount of the funds wrongfully transferred or wrongfully withheld upon a valid request as applicable.

You understand that the Bank may be required by MasterCard to honor certain point of sale transactions which have been properly initiated whether or not the transaction creates an overdraft or would otherwise be rejected under this Agreement. Accordingly, you agree to be fully responsible for all obligations incurred by the use of the Card in a transaction where the Bank is required to honor the transaction by reason of its agreement with MasterCard.

Under no circumstances will we be liable to you or to any third party, whether in contract or in tort, for any consequential, exemplary, punitive, multiple, special or incidental losses or damages whatsoever, including, without limitation, any loss of revenue, opportunity, goodwill or profits or claims by third parties against you or otherwise in connection with, related to, based upon or arising out of this Agreement or use of the Card.

Arbitration: To the fullest extent allowed by law, all claims, disputes and other matters in controversy asserted by you against the Bank or any employee or other person acting for or on behalf of the Bank, arising out of or related to this Agreement or the use of the Card shall be decided by binding arbitration in accordance with the Commercial Arbitration rules of the American Arbitration Association. The location of any arbitration proceedings shall be in Lubbock, Lubbock County, Texas.

Corporations, Partnerships and Other Entities: If you are a corporation, partnership, limited liability company, limited partnership or other entity, we are not obligated to act pursuant to this Agreement until appropriate resolutions, and other documentation as requested by us have been delivered to us to establish the authority of the person(s) authorized to act on behalf of such entity.

Stop Payment: You understand that you will not be able to stop payment on transactions originated by use of your Card, whether the transaction is authorized or unauthorized.

Notice and Communication between Bank and You:

You must direct communications to the Bank related to this Agreement by any of the following:

E-mail to customerservice@asbonline.com

Telephone at (806) 767-7272 or 1-800-531-1401

Mail addressed to American State Bank, Customer Service, PO Box 1401, Lubbock, Texas 79408-1401

The Bank may direct communications to you (including a change to the Bank's e-mail, telephone or address) at the e-mail, telephone number, facsimile and address provided by you in the Application, or otherwise as provided in the books and records of the Bank for your Account(s).

Overdraft Protection: Use of the Card may result in an overdraft of your Account(s). Card transactions that overdraw your Account may not be covered by the Overdraft protection feature.

Lien on Accounts: You hereby grant the Bank a security interest in the Account(s) and any other deposits you maintain with us pursuant to the Uniform Commercial Code to secure transfers, payments and other obligations we incur as a result of the use of the Card.

Foreign Currency: If a transaction involves other than U.S. currency, you understand and agree that the Bank will honor the transaction in U.S. currency at a conversion rate as may be adopted from time to time by MasterCard for such transaction.

American State Bank Privacy Notice

American State Bank values you as a customer and we know how much privacy means to you. We consider all personal information that we gather about you to be "confidential information." We have made the decision not to disclose information about our customers or former customers to anyone, except as permitted or required by law. Therefore, you do not need to opt-out of information sharing. We will inform you of our policies for collecting, using, securing and sharing customer information the first time we do business with you and every year that you are an American State Bank customer.

We collect nonpublic information about you such as name, address, social security number, identification number, credit history and other transaction records from the following sources:

- Information you provide to us on loan or new account applications or other forms, via the internet, by telephone or otherwise;
- Information about your transactions with us, our affiliates or others; and
- Information we receive from a consumer reporting agency.

We may disclose all of the information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. However, be assured we carefully select these companies and require them to agree to keep nonpublic personal information confidential and secure and use it only as authorized by us.

Additionally, we may share all nonpublic personal information we collect, as described above, with nonaffiliated third parties that assist us with preparing monthly statements, with the processing and the printing of checks, and with credit reporting agencies to whom we report information about your transactions with us.

We limit access to your personal and account information to only those employees who need to know that information to provide products and services to you. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your personal information.

If you close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

Consumer Complaint Notice

American State Bank is chartered under the laws of the State of Texas and by state law is subject to regulatory oversight by the Texas Department of Banking. American State Bank also engages in the business of selling money orders and traveler's checks as an agent for companies which are licensed under the laws of the State of Texas and subject to regulatory oversight by the Texas Department of Banking. Consumers may file complaints with the Texas Department of Banking by contacting the Department through one of the means indicated below:

- In person or U.S. Mail.....Texas Department of Banking
 - 2601 North Lamar Boulevard
 - Suite 300
 - Austin, TX 78705-4294
- Telephone.....1-877/276-5554 (toll free)
- Fax Number512/475-1313
- E-mail Address.....consumer.complaints@banking.state.tx.us
- Website Address.....www.banking.state.tx.us