

## AVB VISA CHECKCARD ELECTRONIC FUNDS TRANSFER AGREEMENT

The following is the Agreement between you and AVB (the "Bank"), covering TransFund Card(s) and CheckCard(s) ("Card(s)"). In this Agreement, the words "you" and "your" mean each person who signed the application form, or otherwise requested, the Card(s), and each person to whom a Card(s) is issued at your request. The words "we" and "us" mean the Bank. Please read this disclosure carefully because it tells you your rights and obligations for those transactions. You should keep this notice for future reference.

1. **CARDHOLDER'S LIABILITY.** If you believe your Card(s) has been lost or stolen, telephoning, followed by a letter, 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 any). If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00, if someone has used your Card(s) without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card(s), and we can prove we could have stopped someone from using your Card(s) 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, 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 told us in time. If a valid reason such as an extended trip or illness prevents you from telling us, we may extend the time.

**Additional Limit on Liability for VISA CheckCard:** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA CheckCard(s). The additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number (PIN), which are not processed by VISA, or to commercial cards.

**NOTIFICATION PROCEDURES:** If your Card(s) and/or code has been lost, stolen, or an unauthorized transfer has taken place, call AVB at 918.251.9611, and/or write: Customer Service Department, AVB, PO Box 130, Broken Arrow, OK 74013.

**BUSINESS DAYS AND HOURS TO REPORT PROBLEMS:** AVB's business days are Monday through Friday, 9 a.m. to 4 p.m., excluding Saturday, Sunday, or federal holidays.

2. **TYPES OF TRANSFERS.** For those accounts associated with your Card(s), you may use your Card(s) at Terminals to: (A) Withdraw cash from checking and savings accounts; (B) Make deposits (in Oklahoma) to checking and savings accounts; (C) Transfer funds between checking and savings accounts upon request; (D) Inquire as to the amount of your available checking and savings account balance; (F) Pay for purchases from merchants who have agreed to accept the Card(s) for that purpose.

Some of these services may not be available at all Terminals.

Transfers from a money market account or a savings account to another account or to third parties by preauthorized, automatic or telephone transfer are limited to six per month or statement cycle.

3. **LIMITATIONS ON TRANSACTIONS.** You may withdraw a maximum of \$500\* or your account balance (whichever is less) from an Automated Teller Machine (ATM) per day, per card.

You may use your CheckCard(s) to pay for goods and services at retail locations (point of sale) displaying the VISA symbol. We will charge against your account all purchases and withdrawals made with your Card(s). The use of your Card(s) to purchase goods and services will constitute a simultaneous withdrawal from and/or demand from your primary checking account. You cannot place a stop payment on any transaction made with your CheckCard.

In addition to the limits on cash withdrawals at Terminals, you may use your CheckCard to purchase up to \$1,000\* in goods and services each day, as long as your available balance is sufficient to cover the aggregate of all purchases.

\*You may qualify for a higher limit.

**Illegal Use:** You agree that you will not use and will not permit anyone else to use the card unlawfully, for any illegal purpose, activity or transaction.

4. **DISCLOSURE OF CHARGES.** You will be charged for each transaction/transfer as disclosed on the Electronic Fund Transfers Disclosure Fees given to you with this Agreement. AVB reserves the right to make future changes in checking account and/or Card(s) service charges.

**NOTICE REGARDING ATM FEES BY OTHERS.** If you use an ATM that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

5. **DOCUMENTATION.** You will get a receipt documenting the transaction at the time you make any transfer to or from your account using a Terminal. Your regular checking and savings account statements also indicate transactions made with the Card(s).

6. **ERROR RESOLUTION.** In case of errors or questions about your electronic transfers, telephone us or write us at the number or address listed in this disclosure as soon as possible, if you think your statement or receipts are wrong or if you need more information about a

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transfer listed on the statement or your receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the error or problem appeared. You should: (A) Tell us your name and account number (if any); (B) Describe the error of the transfer in question, and explain as clearly as you can why you believe it is an error or why you need more information; (C) Tell us the dollar amount of the suspected error.

If you tell us orally, we will 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 (20 business days if the error involved an EFT made during the first 30 days after the first deposit to the account was made) 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, a foreign initiated transfer or an EFT made during the first thirty (30) days after the first deposit to the account was made) 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 error involves an EFT made during the first thirty (30) days after the account was made) 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 will not credit your account.

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

**NOTE: Special time periods for point-of sale transfers.** In case of errors or questions about point-of-sale transactions using your CheckCard, call or write us. We will tell you the results of our investigation with 5 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 90 days to investigate your complaint or questions, however, if we decide to do this, we will credit your account within 5 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we decide that there was no error, we will send you a written explanation within 3 business days after we 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 will not credit your account.

7. **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES.** We will disclose information to third parties about your account or the transfers you make (A) Where it is necessary for completing transfers; or (B) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (C) In order to comply with government agency or court orders; or (D) If you give us your written permission; or (E) As explained in the separate Privacy Disclosure.
8. **BANK'S LIABILITY.** The Bank may be liable to the customer for all damages caused by the Bank's failure to make a transfer pursuant to your instruction except where (A) Customer's account has insufficient funds to complete the transfers; (B) The funds are subject to legal or other encumbrance; (C) The Terminal has insufficient funds to complete the transfer; (D) Federal Reserve Board, Federal Deposit Insurance Corporation or state banking regulations might prohibit such transfers; (E) The terminal was not working properly and you knew about the breakdown when you started the transfer; (F) There may be other exceptions stated in our agreement with you.

AVB may be liable for damages where it failed to properly credit deposits subject to the normal policies and procedures of the Bank. However, in no circumstances shall the Bank be liable for any damages where the error or failure is beyond our control (such as fire, flood or tornado) and the Bank exercised due care, or where a technical or mechanical malfunction was known to the customer.

Also, in case of any error or malfunction which was not intentional on the part of the Bank and resulted in a good-faith error, the Bank's liability is limited only to actual damages proved.

**OTHER RULES APPLYING TO ELECTRONIC FUND TRANSFERS.** All deposits, payments, and transfers made through the use of your access devise or by a preauthorized transfer are subject to proof and verification by the Financial Institution. Deposits made after our cutoff time will be credited the following business day.

Transactions made in foreign currency will be converted into U.S. dollars. Because of fluctuations in foreign exchange rates, the conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.