

ATM/Visa Check Card Application

Please fill out the following information, print and fax or mail it back to us at:

701 S Mississippi
Atoka, OK 74525
Fax: (580) 889-2266

100 N High ST
Antlers, OK 74523
Fax: (580)298-3751

704 S Broadway
Coalgate, OK 74538
Fax: (580)927-1103

>>>Please review our ATM/Visa Check Card Disclosure

A FirstBank checking account is required.

I request the FirstBank Visa Check Card as indicated below. You are authorized to check my credit. I have been instructed to memorize my Personal Identification Number (PIN), never to write it on my Card(s), and never to tell anyone my PIN except people who are authorized to sign on my account, and even then disclosure is at my discretion. I have also received and read the liability disclosures concerning the use of my card(s).

Please send me a FirstBank Visa Check Card. If I do not qualify for a Check Card, consider this an application for an ATM card.

Cardholder, Name 1 _____

Cardholder, Name 2 _____

Address _____

City _____ State _____ Zip _____

Date of Birth _____

Home Phone _____ Work Phone _____

Employer _____ How Long? _____

Primary Checking Account Number _____

Primary Savings Account Number _____

I have read FirstBank's ATM/Visa Check Card disclosure

Signature _____ Date _____

Signature _____ Date _____

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

Please read this agreement carefully

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 transfer. 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 Bank.

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. Transfer funds between checking and savings accounts upon request
- c. 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.

LIMITATIONS ON TRANSACTIONS:

You may withdraw a maximum of \$505.00 or your account balance (whichever is less) from an Automated Teller Machine (ATM) per day, per card.

You may use your Check Card(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.

If you use your Check Card and a dispute arises with the merchant you agree to make a good faith effort to resolve the dispute with the merchant. If you cannot resolve the dispute satisfactorily, we will, at our discretion, assist you in your efforts to resolve such dispute.

However, you are ultimately responsible for reaching a resolution.

In addition to the limits on cash withdrawals at Terminals, you may use your Check Card to purchase up

to \$1,000.00 in goods and services each day, per card, as long as your current balance is sufficient to cover

the aggregate of all purchases.

LIABILITY FOR UNAUTHORIZED TRANSFERS:

Call us AT ONCE at (580) 298-3368 or after regular business hours at (800) 791-2525 if you believe your Card or PIN has been lost or stolen. 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, you can lose no more than \$50 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, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (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 or write to us at the telephone number or address shown on this site.

ADDITIONAL LIMIT ON LIABILITY FOR VISA CHECK CARD:

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 Check Card(s). This additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number which are not processed by Visa, or to commercial cards.

BUSINESS DAYS:

For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included. More detailed information available upon request.

DOCUMENTATION:

You will get a monthly account statement from us, unless there are no transactions in a particular month. 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 transfer to or from the account is a preauthorized deposit.

TERMINAL RECEIPT:

You can get a receipt at the time you make a purchase at a POS terminal or make a transfer at an ATM.

DISCLOSURE OF ALL CHARGES:

There is a charge of \$5.00 for initial Card issuance.

Maintenance and Usage Charges:

First Card \$1.00 per month

Each Additional Card No Charge

The primary account listed on your Card application form will be charged monthly.

Cash Withdrawals:

At FirstBank ATMs No Charge

At All Other ATMs \$1.00

Point of Sale Transactions No Charge

Non-Usage Charges:

Replacement Card \$5.00
Replacement PIN (Personal ID#) \$5.00
Research Fee \$1.00

NOTICE REGARDING ATM FEES BY OTHERS:

If you use an automated teller machine 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.

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.

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 claims restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:

Telephone us at (580) 298-3367, or write us at P.O. Box 458, Antlers, Oklahoma, 74523, 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

Also, in the case of any error 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.

- Tell us your name and account number.
- 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.
- 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 ten (10) business days.

We will tell you the results of our investigation within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (10) business days 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 ten (10) business days,

we may not recredit your account.

If we decide that there was no error, we will send you a written explanation of our findings within three (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 of error involves an electronic fund transfer that was initiated in a foreign location, or is a point of sale debit card transaction, the applicable time periods for action shall be twenty (20) business days in place of ten (10) business days, and ninety (90) calendar days in place of forty-five (45) calendar days.

CONFIDENTIALITY:

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

- To complete transfers as necessary;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission.

PERSONAL IDENTIFICATION NUMBER:

The POS 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 POS 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 address specified in this 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 attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

TERMINATION OF POS SERVICES:

You agree that we may terminate this Agreement and your use of the POS services, if:

- You or any authorized user of your POS card or PIN breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your POS card or 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.

The card remains the property of the Bank. If either you or the Bank cancels your Card, you agree to return the card or destroy it upon the Bank's request.

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.

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 deposit. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

Member FDIC
Rev 02/01

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