

Important Information About Your Card Agreement and Disclosure

*Community Bank Check Card / ATM Card
Effective April 15, 2009*

This card agreement is a contract between you and us (“Card Agreement”) regarding your Community Bank Check Card or ATM Card. It describes the electronic banking services you can use with your card and includes information about our and your rights and obligations. It supplements the Deposit Agreement and Disclosures and related Schedule of Fees (collectively, the “Deposit Agreement”) that apply to each Community Bank deposit account that you link to your Card. If the Deposit Agreement is inconsistent with this card agreement, this Card Agreement governs.

Throughout this card agreement, the words “we,” “us” or “our” refer to Community Bank. “You” and “your” refer to each person to whom we issue a Card and the owner of each deposit account to which a card is linked. “Card” means a Community Bank Check Card or ATM Card that is linked to at least one deposit account with us.

You agree to the terms of this card agreement by using or accepting a Card or by allowing another person to use a Card.

1. Your Responsibility

When you open or maintain a Community Bank checking or savings account, you can get a Card and a personal identification number (PIN) to use with your Card. These items are provided in separate mailings. You agree to use your Card only in the manner and for the purposes described in this card agreement. If you attempt to use your Card in any other manner or for any other purpose, we may decline the transaction, or in our discretion we may complete it without incurring any obligation to honor the same type of transaction on future occasions. You must sign your Card. You are responsible for all transactions and charges incurred through use of your Card by you or by anyone you allow to use your Card. You will take reasonable precautions to prevent unauthorized use of your Card or disclosure of your PIN. You will notify us promptly if such use or disclosure occurs. If you overdraw your account in connection with a transaction, you must promptly repay us. You agree not to use or attempt to use an expired, revoked, or otherwise invalid Card. If you breach or do not fulfill any term of this card agreement, you are responsible to us for all damages and losses.

2. Getting Started

a. Linking accounts. You must link your Card to at least one Community Bank checking or savings account. We may limit the number of deposit accounts that you may link to your Card. If you have a Check Card, you must link it to a primary checking account.

b. Your PIN. You may also need a PIN to use with your Card. If this is your first Card you should have received or will receive your PIN within one week after you receive your Card. If you do not receive your PIN, contact your local Community Bank or call 1-800-239-9427 or DSN (510)226-2265. If you currently have a PIN, it continues to apply to any replacement Card with the same card number.

c. Activating your Card.

ATM Card. You may start using it in an ATM with your authorized PIN received separate from your ATM Card.

Check Card. For your protection, when we send you a Check Card, it is not activated. Before using your Card, you need to activate it by completing an ATM transaction or a PIN based transaction at a Point-of-Sale terminal using your authorized PIN received separate from your Check Card. If you do not wish to use your Card, please dispose of the Card carefully by cutting it up.

d. Using your Card. You may use your ATM Card and PIN to perform ATM transactions. If you link a checking account to your ATM Card, you may also use your Card and PIN to make purchases at merchant locations that accept PIN-based payments and display the AFFN symbol only. If you only have a savings account linked to your ATM Card, you may experience difficulty in completing purchases. If you have a Check Card linked to your checking account, you may use your Check Card to make purchases at a merchant that accepts Visa® debit cards and you may obtain cash from a financial institution that accepts Visa® debit cards. If you use an ATM card to make a purchase, you must use your PIN to complete the transaction and you should not be asked to sign a sales draft or debit slip. If you use a Check Card to make a purchase, you may either select the “credit” button on the merchant’s keypad (you do not use your PIN and will usually be asked to sign a sales draft or debit slip) or you may select the “debit” button on the merchant’s keypad (you use your PIN). In either case you are not using credit and the amount of the transaction is deducted from your deposit account.

3. Services available at ATMs

You authorize us to act on the instructions you give us through ATMs. Different services are available at Community Bank ATMs than at non-Community Bank ATMs and fees generally apply for use of non-Community Bank ATMs. From time to time we may amend, add or delete services available at ATMs and we may place or change limits on the number or dollar amount of transactions you may make. Some transactions may not be available, or may not be immediately available, to all cardholders at some ATMs.

a. Community Bank ATMs. A Community Bank ATM is an ATM that prominently displays the Community Bank name and logo on the ATM. These ATMs are generally available 24 hours a day, seven days a week, except during routine systems maintenance and occasional system down time. At some locations, business hours may restrict access. Specific hours of operation are shown at an ATM with restricted access. You must link your Community Bank accounts to your Card to access them at an ATM. You may not be able to link some Community Bank accounts to your Card. You may use your Card and PIN at most Community Bank ATMs to perform the following transactions with the Community Bank accounts linked to your Card:

- Make deposits to your checking and savings accounts
- Withdraw funds from your checking and savings accounts
- Transfer funds between your checking and savings accounts
- Obtain balance information about your checking and savings accounts

• Print a mini-statement for your checking or savings accounts
Please note that the types of transactions listed above are available at most Community Bank ATM locations. For more information, please call us at the number listed on your statement.

b. Non-Community Bank ATMs. A non-Community Bank ATM is an ATM that does not prominently display the Community Bank name and logo on the ATM. These ATMs may be owned by us, by one of our affiliates or by someone else. You may use your Card and PIN at non-Community Bank ATMs to perform the following transactions with the primary Community Bank checking and savings accounts linked to your Card:

- Withdraw funds from your primary checking and savings accounts
- Transfer funds between your primary checking and savings accounts
- Obtain balance information about your primary checking and savings accounts

You may only be able to access your primary checking and primary savings account at non-Community Bank ATMs. Transactions are not available at non-Community Bank ATMs for Sterling Checking accounts (UK only).

c. Limitations on some ATM transactions. Withdrawals. We may decline your request to make a withdrawal if your available account balance, including your overdraft protection coverage, if any, is not sufficient to cover the transaction or we may complete the transaction and overdraw your account.

Deposits. You may deposit paper currency and checks (up to 50 items per envelope) at certain Community Bank ATMs. You may not deposit coins or other items. Some Community Bank ATMs do not accept deposits. If the ATM will not accept your deposit, please call us at the number listed on your statement or see a teller at one of our banking centers for assistance. When you make a deposit at a Community Bank ATM, only a portion of the amount may be immediately available for withdrawal or other use. The remaining funds are generally available the day after the business day on which we process the deposit. In some cases we may delay the availability of funds that you deposit by check. Please refer to the Deposit Agreement for additional information regarding availability of funds. *Balance Information.* The information about your account balance that you receive at an ATM is usually the balance as of the beginning of the day on the calendar date shown. The balance may not reflect transactions that post to your account during the calendar date shown. *Mini-Statements.* Mini-statements include up to 5 of your last posted transactions within the current statement cycle. Mini-statements are not available at all ATMs.

4. Point of sale purchases with your Card

You may use your Card and PIN to pay for goods and services and to receive cash back from the transaction at retail locations that accept ATM cards. The merchant may limit the amount of cash back. In addition, if you have a Check Card, you may also use your Check Card to make purchases at merchants that accept Visa® debit cards and you may use your Check Card to obtain cash at financial institutions that accept cards with the Visa® logo. You may be asked to sign a sales slip, withdrawal slip or other document, or just provide your Check Card number. The merchant or financial institution may charge a fee for these transactions. We are not liable if a merchant or financial institution does not accept your Card or Card number. Each time you use your Card to purchase goods or services or to obtain cash at a merchant or financial institution, you authorize us to deduct the amount of the transaction, including any fees, from your deposit account. You are making deductions from your deposit account. You use your Card as a debit card. Even if the merchant's terminal allows you to choose debit (you use your PIN) or credit (you do not use your PIN), the amount of the transaction is deducted from your deposit account. It is not a credit transaction and your Card is not a credit card.

a. Eligible accounts. To use this purchase service, you must have a checking account, linked to your Card. You may not use this purchase service with savings accounts.

b. When we approve a request from a merchant or other financial institution to authorize a transaction you conduct with your Card, we may place a hold on your account. The hold reduces the available balance in your account by the amount listed in the request. Since the hold reduces the available balance in your account, your remaining available balance must be sufficient to cover checks and other items that post to your account (such as in-person and ATM withdrawals, electronic funds transfers, and other debits) or, you may incur fees for overdrafts or returned items. In most cases the hold expires when the transaction posts to your account or three business days after the request, whichever occurs first. When the hold expires, the amount being held is added to your available balance. The amount is not applied to a specific transaction. Please note that placing these holds reduces the available balance in your account and removing these holds increases the available balance in your account. We may occasionally decide not to place a hold and usually do not place a hold if we believe the requested amount is an estimate. As an example, some merchants may request an authorization for the amount that they estimate you will spend. This estimated amount is likely to be different (either more or less) than the actual transaction amount. If we do place a hold, however, please note that the hold may impact your available balance by an amount either more or less than you expected until the transaction posts.

We are not responsible for damages or losses of any type, including wrongful dishonor, for any transaction that is not authorized or that is returned unpaid because of a hold.

c. Refunds, stop payments and merchant disputes. You do not receive cash refunds for returns of merchandise or services purchased using your Card. When a merchant gives you a refund for a purchase made using your Card, the refund is made on a credit voucher and will appear on your next statement.

You may not place a stop payment on a purchase transaction. You must settle any disputes you have about goods or services you purchase using your Card directly with the merchant. If a merchant misrepresents the quality, price, or warranty of goods and services you purchase using your Card, we are not liable to you or responsible for any damages or losses that result from the misrepresentation.

d. Recurring preauthorized payments. Recurring preauthorized payments occur when you authorize a merchant to automatically initiate a payment using your Check Card on a recurring basis. If we issue a new Card with a different number to you, we may (but are not obligated to) provide your

new card number and expiration date to a merchant with whom you have set up a recurring preauthorized payment in order to continue your recurring preauthorized payments.

e. Stopping payment. To stop payment on a recurring preauthorized payment or to notify us that your authorization is no longer valid call or write us using the telephone number and address listed in Section 17 below in time for us to receive your request at least three (3) business days before the next payment is scheduled to be made. If we get your request to stop payment closer to the payment date, we may not be able to stop the payment. 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. You must tell us the exact amount of the payment you want stopped, as well as other identifying information that we request. If you want to revoke authority for all future preauthorized payments from a particular merchant, or if your Card or the account to which it is linked is closed, you should contact the merchant and tell the merchant to cancel the recurring preauthorized payment. We may require you to provide us with a copy of your written notice of revocation to the merchant. If we require written confirmation and do not receive it, we may remove the stop payment order after 14 days. We may charge you a fee for each stop payment request and each renewal of that request. This fee is the same as the fee we charge you for stopping payment of a check. Please see the Deposit Agreement. If you request us to stop payment and have provided us with the information we require within the above time periods and we fail to stop payment, we will be liable for your damages directly caused by our failure to stop payment.

Notice of varying amounts. If these recurring preauthorized payments vary in amount, the merchant you authorized to initiate payments is required to tell you 10 days before each payment. You may contact the merchant and 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 with the merchant.

f. Merchant acceptance of your Card. We have no liability or responsibility if, for any reason, your Card is not honored for all or part of a transaction at any establishment or the merchant fails to abide by the applicable network rules and regulations when accepting your Card.

5. Foreign Transactions

Currency Conversion

If you purchase goods or service or obtain cash from an ATM (other than a Community Bank ATM) with your Card in a

currency other than U.S. Dollars, we will assess an International Transaction Fee. Visa® will convert the charge or transaction into a U.S. dollar amount, and the International Transaction Fee for purchase of goods or services or ATM cash withdrawals will be 1% of that converted U.S. dollar amount; other fees may apply per your Schedule of Fees. The conversion rate on the processing date may differ from the rate on the date of your transaction. The currency conversion exchange rate is (1) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or (2) the government-mandated rate in effect for the applicable central processing date; plus, in each instance, an International Transaction Fee determined by us and reported on your statement as a single charge for each converted transaction. For any Community Bank ATMs, the conversion rate is set by us, and there is no adjustment factor.

Foreign ATMs

Some ATMs outside the United States do not specify the type of account from which cash withdrawals are made. If you have a checking account designated for non-Community Bank ATM access, we generally deduct the withdrawal from that account. If you do not have a checking account designated, we may deduct the withdrawal from your savings account. At some ATMs outside the United States, you may not be able to access your savings account when using a Check Card.

6. Dollar Amount Limits on Transactions

When you use your Card at ATMs and for purchase transactions, we may apply two daily limits to the amount you are authorized to withdraw from your deposit accounts during each day – a cash limit and a purchase limit. We establish these limits for purposes of issuing authorizations to ATM systems and merchant processing systems. In addition, we may temporarily establish higher or lower limits upon your request. If we have not established another limit for you, your limit is discussed below. If we agree to establish a higher or lower limit for a temporary period, your limit will return to that set forth below when the temporary period expires. We may issue authorizations, and permit withdrawals and purchases, in excess of your daily limits. We may decline any transaction if you do not have enough available funds in your account, including your overdraft protection coverage, if any, to cover the transaction or we may complete the transaction and overdraw your account. We may decline any transaction if it appears to us to be suspicious.

Cash limit. For all cardholders, the cash limit is \$509.

Please note that some ATMs may not be able to dispense the full amount of your cash limit in a single transaction in which case you may need to perform more than one transaction.

Purchase limit. The purchase limit is the total amount of goods or services you are authorized to pay for each day from your deposit accounts by using your Card. Cash back you may receive from purchase transactions counts against your purchase limit. Cash back also includes: (a) purchases of money orders, cashier's checks, or other similar instruments and other things of value and (b) cash you obtain from a financial institution. Your purchase limit is \$1500. For security purposes, we may place other restrictions on the purchase limit from time to time.

7. Overdrafts and Unposted Transactions

When you do not have enough available funds in your account, including your overdraft protection coverage, if any, to cover a transaction, we consider the transaction an insufficient funds item. We may either return the transaction unpaid or complete it and overdraw your account. In either case, we may charge you an insufficient funds fee. Please see the Deposit Agreement. If use of your Card (such as an ATM withdrawal or POS purchase) results in an overdraft on your account, you agree to immediately repay us the amount of the overdraft, including our fees. If you participate in an overdraft protection program, a transfer to cover an overdraft created by using your Card is subject to the terms of the agreement for that program. If your deposit account is closed leaving outstanding, but unposted transactions originated by using the Card, we may reopen your deposit account and post these transactions to your deposit account. You agree to immediately repay us the amount of these outstanding transactions including our fees.

8. Documentation of Transfers

ATM transfers. You can get a receipt at the time you make any transfer to or from your accounts using an ATM. However, this receipt is not final since each transaction is subject to verification by us. If the receipt and our records conflict, our records will govern.

Purchase service. When you make a purchase or cash-back withdrawal, the merchant or financial institution usually gives you a receipt.

Deposit account statements. We send you a monthly deposit account statement unless there are no transfers in a particular month. In any case, we send you a statement at least every three (3) months. Your deposit account statement lists each transaction and the date it was posted to your account. The date the transaction posts to your account may be different

from the date on your receipt, which shows the day you conducted the transaction. If you think your deposit account statement or ATM receipt is wrong, or if you need more information about a transaction, contact your local Community Bank or call 1-800-239-9427 or DSN (510)226-2265.

9. Business Days

For electronic transactions, our business days are Monday through Friday, excluding bank holidays. All transactions made after our business day cut-off time or on a day that we are not open are considered to be made on the next business day that we are open. Our business day cut-off time for deposits at a Community Bank ATM is either 1:00 PM (local time) or such later time as may be posted.

10. Electronic Banking Fees

We charge fees for electronic banking services to your deposit account. The ATM fees are listed in the Schedule of Fees which is part of your Deposit Agreement. For other fees that apply, please refer to the Deposit Agreement. We may also charge you a handling fee if you request a special service.

a. Transactions at Community Bank ATMs. There are no ATM fees to make withdrawals, deposits, transfers, or balance inquiries using your Card at Community Bank ATMs. **b.**

Transactions at Non-Community Bank ATMs. When you use a non-Community Bank ATM, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

c. Other Electronic Banking Fees. We charge a stop payment fee for each request to stop payment on a transfer. Please see the Deposit Agreement for details. When you use your Card for a purchase transaction, the merchant may assess a fee. These fees are normally disclosed at the ATM or merchant's location and may be included in the transaction amount that appears on your account statement.

11. Disclosing Information to Third Parties

We may disclose information about both consumer accounts to third parties:

- Where it is necessary for completing transactions
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant
- In order to comply with government agency or court orders, or with the request of a federal regulator
- If you give us your permission
- As otherwise required or permitted by law or government regulation
- As stated in the Deposit Agreement

12. Electronic fund transfer rights

a. Error Resolution. In case of errors or questions about your electronic transfers, contact your local Community Bank or call 1-800-239-9427 or DSN (510)226-2265. Call or write 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 have sent you the FIRST statement on which the problem or error appeared. When you call or write us:

- Tell us your name, account number and, to the best of your knowledge, when the error occurred.
- Describe the error or transaction 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 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 to investigate your complaint or question. If the alleged error involves a transfer resulting from a point-of-sale debit card, or a transaction initiated outside a state, territory or possession of the United States, we may take up to 90 days (instead of 45) to investigate. 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 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.

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 any documents that we used in our investigation. If you are a new customer and the error or question concerns an electronic transaction that occurred within 30 days after the first deposit to the account was made, we will tell you the results of our investigation within 20 business days after we hear from you. If we need more time, we may take up to 90 days to investigate. In this case, we will credit your account within 20 business days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation.

UNLESS OTHERWISE PROVIDED IN OUR ELECTRONIC BANKING AGREEMENT, YOU MAY

NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

NOTICE: As part of the security system to help protect your Card and PIN, we may use hidden cameras and other security devices at some ATMs to determine who is using a Card at an ATM.

b. Our liability for failure to complete transactions. The following description of our liability to you is not meant to be a full explanation of either your or our legal rights or obligations, which may vary, depending on applicable laws. There may also be other exceptions not specifically mentioned below.

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 available funds in your account to make the transfer
- If the machine where you are making the transaction does not have enough cash
- If the ATM, or system was not working properly and you knew about the breakdown when you started the transaction
- If circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transaction, despite reasonable precautions that we have taken to avoid these circumstances
- If your Card or PIN has been reported to be, or suspected of being, lost or stolen, and we have taken action to prevent transactions with the Card or PIN
- If your account is subject to some legal process, right of setoff or encumbrance restricting the transaction, or if the funds in your account are not immediately available for completing a transaction
- If there are other exceptions stated in our agreement with you which cover the particular type of account or accounts involved in a specific transaction
- If the transfer would go over your overdraft limit or the credit limit on your credit line account
- If an account becomes dormant, in which case we may eliminate card access to that account

c. Community Bank's "zero liability" policy for Unauthorized Transactions. Federal law (described in the Regulation E Liability Disclosure in Section 12.d. below) may

limit your liability for unauthorized use, but you may still be liable in some circumstances. Under the Community Bank “zero liability” policy, you may incur no liability for unauthorized use of your Card up to the amount of the unauthorized transaction, provided you notify us within a reasonable time of the loss or theft of your Card, card number or PIN or its unauthorized use, subject to the following terms and conditions.

Excluded transactions. Our zero liability policy does not apply to any unauthorized electronic fund transfer on an account which does not involve use of a Card or card number.

“Unauthorized” defined. A transaction is considered “unauthorized” if it is initiated by someone other than you (the cardholder) without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered “unauthorized” if 1) you furnish the Card, card number or other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person then exceeds that authority, or 2) for any other reason we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use. *“Reasonable time” defined.* Reasonable time will be determined in our sole discretion based on the circumstances but will not be less than the timeframes specified under the Electronic Fund Transfer Act or Regulation E (see the Regulation E Liability Disclosure in Section 12.d. below). *Other considerations.* We may deny you the benefit of this policy 1) if we ask you for a written statement, affidavit, or other information in support of the claim, and you do not provide it within the time requested or within a reasonable time if no date is stated, or 2) under any other unusual circumstances where we believe denial is appropriate.

Limitation of our liability. Our liability under this policy is limited to reimbursing you for the amount of your loss up to the face amount of any unauthorized card transaction covered by this policy. We are not liable for any claims of special, indirect or consequential damages.

Your rights under Regulation E. If your claim does not meet the prescribed conditions for reimbursement under the above policy, you still retain any consumer rights you may have under Regulation E, as described in section 12.d. below, and we will automatically re-examine the claim in accordance with those rights.

d. Regulation E Liability Disclosure. Your Responsibility in Case of Loss, Theft, or Unauthorized Transactions. The following provisions apply only to accounts established

primarily for personal, family, or household purposes and do not apply to business accounts.

Tell us AT ONCE if you believe your Card, card number, or PIN has been lost, stolen or learned by an unauthorized person. Telephoning is the best way of keeping your possible losses down. Contact your local Community Bank or you may call 1-800-239-9427us or DSN (510)226-2265. If you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 for an unauthorized electronic funds transfer or a series of related unauthorized transfers should someone use your Card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500. Your losses could include the money in your account plus any advances on a credit line or overdraft protection linked to your account. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us in writing 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 on 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. Note: These liability rules are established by Regulation E. Our Zero Liability policy, as described in Section 12.c. above, regarding unauthorized transactions on personal accounts that involve use of a personal Card, may give you more protection, provided you report the transactions promptly. Also, Texas law may give you more time to report an unauthorized transaction or may give you more protection.

You should also note that when you give someone your Card or PIN, you are authorizing that person to use your Card and you are responsible for all transactions that person performs with your Card or PIN. These transactions are authorized transactions. Transactions are considered unauthorized only after you notify us that the person is no longer authorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. Remember, do not write your PIN on your Card or carry the PIN with you. This reduces the possibility of someone using your Card without your permission if it is lost or stolen.

13. Security

a. Confidentiality of PIN. You agree not to disclose to anyone the PIN furnished by us or selected by you to be used in ATM or point of sale transactions with the Card.

b. ATM safety. Please refer to the safety tips for using your Card at ATMs found on the back of this booklet for important information about how to protect yourself when using your Card at ATMs.

14. Our Right to Cancel or Block Your Card

We may decide not to issue or renew a Card and we may cancel or suspend your Card privileges with or without cause or notice, other than that required by federal or state law. Your Card remains our property and we may repossess it at any time. If we cancel your cardholder privileges, you must surrender the Card to us or our authorized agent upon demand or upon notice of cancellation. If the Card is used other than as permitted by this card agreement, we may at our option and without waiving any rights, complete the transactions and debit or credit your account accordingly. The cancellation of card privileges does not affect other terms for your account. If we reinstate your card privileges, this card agreement is also automatically reinstated.

If the Card we send you is returned undelivered or if your Card or PIN is reported as lost or stolen, we may restrict use of any Card with the same numbers or we may restrict use of all Cards on all of your accounts. If you have not used your Card to conduct a transaction within the last 12 months, we may block or cancel your Card without any notice to you.

15. General Terms

a. Waiver and severability. You waive and release us from any obligations that could arise due to defenses, rights and claims you have or may have against any third party on account of the use of the Card.

We may delay enforcing our rights under this card agreement without losing them. If we waive a provision of this card agreement, the waiver applies only in the specific instance in which we decide to waive the provision and not to future situations or other provisions. If any part of this card agreement is inconsistent with any applicable law, then to the extent the law can be amended by contract, you and we agree that this card agreement governs and that the law is amended by this card agreement. A determination that any part of this card agreement is invalid or unenforceable will not affect the remainder of this card agreement.

b. Sales drafts/debit slips. We report Card transactions on your deposit account statement. We do not return copies of sales drafts or debit slips or other items related to the use of the Card. You may obtain a copy of a sales draft or debit slip upon your prompt request.

c. Amendments. We may change this card agreement at any time. For example: we may add new terms and conditions and

we may delete or amend existing terms and conditions. We generally send you advance notice of the change. If a proposed change is favorable to you, however, we may make the change at any time without advance notice. If you continue to use your Card, you agree to the revised agreement. If you do not agree, you must cancel this card agreement by notice to us and destroy your Card(s).

d. Joint accounts. If your checking or savings account is jointly owned with one or more other persons, each of you is subject to this card agreement and each of you is individually and jointly responsible for all obligations arising from the use of your Card. Any notice given by us will be deemed given to all parties on a joint account if mailed in writing (or electronically sent, if you agree to receive notices electronically) to any one person bound by this card agreement at the address we have for that person in our records.

e. Credit or information inquiries. You authorize us to make from time to time such credit, employment, and investigative inquiries as we deem appropriate in connection with the issuance and use of your Card.

We may furnish information concerning your account or credit file to consumer reporting agencies and others who may properly receive that information and as otherwise provided in the Deposit Agreement.

f. Legal transactions. You agree that you will only use the Card for transactions that are legal where you conduct them. For example, internet gambling transactions may be illegal in your state or country. Display of a Visa® or other payment card logo by an on-line merchant does not mean that an internet transaction is legal where you conduct it. You agree that we may charge your account for such transactions and that we are not liable to you if you engage in an illegal transaction. For example, we reserve the right to decline transactions with merchants we have identified as gambling establishments but we are not obligated to do so. If we do not decline such transactions, you authorize us to deduct the amount of such transactions from your account.

g. Applicable law. Your and our rights and obligations under this card agreement are governed by and interpreted according to the laws of the state (Texas) where we open your account and federal law. If state and federal law are inconsistent, federal law governs.

16. Other Agreements

Your use of our electronic banking services may also be affected by the agreements between you and us for your deposit, and line of credit accounts. When you link an account to your Card, you do not change the agreements you already

have with us for that account. For example, when you use your Card to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions which might impact your use of an account with our electronic banking services. Contact Visa® at 1-800-595-9928 for information about other services available to you.

17. Telephone Number To Be Notified In Event Of Unauthorized Transfer And Lost Or Stolen Community Bank ATM Cards and Check Cards

If you believe your Card is lost or stolen, or that someone has transferred or may transfer money from your account without your permission, you must notify us immediately by contacting your local Community Bank or calling 1-800-239-9427 or DSN (510)226-2265. If unauthorized activity occurs, you agree to cooperate during the investigation and to complete a Lost/Stolen Card and Fraud Claims Report or similar affidavit.

CARD USE TIPS

With your ATM / Check Card, you can perform routine banking transactions any time of the day or night through ATMs.

You can also use your Card at thousands of ATMs across the country and around the world.

To make sure that you receive all of the benefits of your Card, here are a few tips on how to protect your privacy and use your Card safely.

1. The activity around Community Bank ATMs may be monitored / recorded by surveillance cameras.
2. When you enter or exit an enclosed ATM, close the door completely. Do not open locked ATM vestibule door for others or allow any unknown persons to enter the ATM area while making your transaction. Authorized customers should have their own access.
3. After completing your transaction, secure your card and cash immediately, before exiting the ATM area. Count it later in the safety of your locked car or home.
4. Shield the keypad with your hand or body while entering your PIN. Do not leave your transaction record at the ATM. Keep it in a safe place, so you can compare it to your statements.
5. If you use a Drive-Up ATM, be sure passenger windows are rolled up and your doors are locked.
6. Be aware of your surroundings, especially after dark. If you must use an ATM at night, consider taking someone with you.
7. If you notice anything suspicious or unsafe, such as lighting around the ATM not working, use another ATM or return later.
8. Report all crimes immediately to military authorities or law enforcement and your local Community Bank.

We hope these suggestions will help you enjoy convenient banking with your Community Bank ATM Card / Check Card.

CommunityBank

Operated by **Bank of America** 