



## Consumer Debit Card/ATM Card Agreement

### Introduction

The Consumer Debit Card/ATM Card Agreement (“Agreement”) contains contract terms and other important information relating to your Card (“Card”).

The account and its use shall be governed by this Agreement, any other Agreement made, and signature cards signed, previously or hereafter by you or any other person authorized to sign on the account, and any terms contained on the Card. If any provisions of this Agreement conflicts with a provision of such other agreements, the provisions of this Agreement shall control with regard to the use of the Card or PIN. You shall have no claim or right of action against us for our failure or refusal to approve use of this Card if the use is not within the procedures and limits established by us. The Bank shall have no liability for any other person’s failure to honor the card.

### Indemnity

Cardholder (“Cardholder”) agrees to indemnify and hold the Bank harmless against and in respect of any and all damages or liability resulting from any misrepresentation by the merchant selling the goods; quality, price or warranty of goods, or of any discount offered as part of the card program. To the fullest extent allowed by applicable law, Cardholder agrees to indemnify and hold the Bank harmless against and in respect of any and all damages or liability resulting from any misrepresentation with respect to or resulting from breach or non-fulfillment, by Cardholder of any of terms, conditions and provisions of this Agreement, the misuse of the Card by Cardholder, the failure to properly use the card and PIN in accordance herewith, or any other act or omission resulting in damages or liability to the Bank, and all judgments, costs, legal and other reasonable expenses incidental to any of the above.

### Modifications or Termination of this Agreement

The terms of this Agreement may be changed by us from time to time by notice from us to you. We may also revoke your right to use your Card at any time without notice to you. You agree to pay for any cash withdrawals, service charges, or other items that remain unpaid at the time this Agreement is for any reason terminated.

### Types of Transactions

You may use your Card with your PIN to:

- Withdraw cash from your checking account or savings account.
- Inquire as to the available balance of your checking and savings accounts.
- Make deposits to your checking or savings accounts (Capital Bank ATMs Only).
- Transfer funds between your checking and savings accounts.
- Purchase goods or services at places that have agreed to accept the Card.
- Perform other Debit services as may be available from time to time, and for which we send separate notification to amend this Agreement. Some of these services may not be available to you at all EFT terminals. If you have more than one account with us, some of these services may not be available on each account.

On each processing day/business day:

- You may withdraw from automated teller machines up to a maximum of \$500.00 (or your available balance, if it is less than the specified maximum amount).
- By use of point-of-sale terminals, you may buy goods and services up to a maximum of \$500.00 (or your available balance, if it is less than such amount). This limit includes cash withdrawals you make using your Card. In all cases, you agree to be responsible for all transfers authorized by you from which you see benefit.

### Service Charges & Fees

Information regarding service charges and fees for use of your Card is included in the “Additional Account Services” section of the Personal Banking brochure and the “Personal Banking Schedule of Fees”. When you use an ATM not owned by us or operated by the ATM-1 Network, you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

### Renewal of Cards

For your protection, your Card is issued with an expiration date. If your account is active and in good standing on the expiration date, we may issue a renewal card.

### Applicable Law

This Agreement is governed by the laws of the State of Texas and of the United States, where our principle office is located.

### Order of Payment

Our policy is to post and pay Card transactions in the posting order they are received. We reserve the right to pay Card transactions before checks and other items.

## Notices

Any notices mailed to you under this Agreement will be mailed to the address we have for you in our records. You will keep us notified of your current mailing address.

### Error Resolution

For information on reporting losses or discrepancies relating to your Debit Card or ATM Card, please see the Bank's "**Electronic Funds Transfers/Your Rights and Responsibilities**" disclosure.

### Agreement

Your signature at the bottom of this form or use of your card will evidence your agreement to be bound by the terms and conditions of this Agreement.

## Frequently Asked Questions

**Does the MasterCard logo mean that it is a credit card?** No, the Debit Card is not a credit card. The MasterCard logo simply expands your purchasing power, allowing you to make purchases anywhere MasterCard is accepted. Each purchase is deducted from your primary checking account. Since this is not a credit card, it is not reported on your credit history, and there are no finance charges associated with your purchases.

**How do I use the card to pay for purchases?** When you present the card for payment some merchants may ask you to sign a receipt or signature pad. Other merchants may ask you to enter your Personal Identification Number (PIN). If the merchant's machine gives you a choice of "Debit" or "Credit", either is acceptable. The cash back function can only be used with the "Debit" key.

**What should I do if my card is lost or stolen?** Tell us at ONCE if you believe your Card or your PIN has been **lost or stolen**. Contacting us by phone is the best way of keeping possible losses down. During business hours, call **713-675-2341** and for after hour calls, please call **Customer Support at 1-800-417-8715**.

**If I forget my PIN what should I do?** The system has a safety feature built in to prevent transactions from being completed using an incorrect PIN. If the incorrect PIN is entered three times, the card may be captured. If you should forget your PIN, come to one of our Banking Centers and upon verification, a new PIN may be selected.

## Debit Card and ATM Card Usage Safety Tips

- Keep your ATM or Debit Card in a safe place. Treat you card as you would cash or checks.
- Do not send your card number through e-mail, as it is typically not secure.
- If you receive a replacement card, destroy your old card.
- Review your account statements carefully and inquire about any suspicious charges.
- Memorize your personal identification number (PIN). Do not write your PIN down anywhere and do not share your PIN with anyone.
- When entering you PIN, ensure that no one sees it.
- Shop with merchants you know and trust, especially when purchasing products or services on the Internet.
- Consider utilizing the MasterCard Secure Code program which provides added protection to Debit Card customers who shop online with participating merchants. Visit our website at [www.capitalbanktx.com](http://www.capitalbanktx.com) for more information.
- When purchasing on the Internet, make sure the website is secure. Secure websites will have a web address beginning with <https://www...> or look for a lock symbol in the lower right-hand corner of your web browser.
- Keep all ATM or merchant receipts in a safe place or destroy them properly.