

**FIRST COMMUNITY BANK National Association  
COMMUNITY MASTERCARD® PAY CARD CARDHOLDER  
TERMS, CONDITIONS, AND DISCLOSURES**

These are your First Community Bank Community MasterCard® Pay Card Cardholder Terms, Conditions and Disclosures ("Terms, Conditions and Disclosures"). Please read them carefully and keep them for your records. Please sign your card immediately.

By obtaining a card from us, by using the card, or by permitting anyone else to use the card, you agree to be bound by these Terms, Conditions and Disclosures, which are subject to amendment. You also agree that these Terms, Conditions and Disclosures are binding on you, and your successors, representatives and assigns.

In these Terms, Conditions and Disclosures: "card" means the First Community Bank MasterCard® Card(s) obtained from us; "you" and "your" means the recipient of our card; "we", "us", and "our" means First Community Bank, a banking corporation, and our successors, affiliates or assigns; "business days" means Monday through Friday, with the exception of any state, federal, or banking holidays; "business hours" mean 8:00AM to 5:00PM on business days; and "entry" or "entries" means a request or order for the deposit or payment of money by means of an electronic fund transfer.

Your card is a prepaid stored value card that can be used at millions of merchants and financial institutions that accept MasterCard® Debit cards. The value of your card is maintained with us in an aggregate account in our name, and there is no F.D.I.C. insurance to your benefit. You also will not receive interest on any of the value associated with your card.

You may activate your card by calling us toll free at 1-866-242-1170. Your personal identification number ("PIN") will be delivered through regular mail following your card. The card and PIN are provided for your use and protection, and you will:

- Use your Card and PIN only in the manner and for the purposes authorized by these Terms, Conditions and Disclosures;
- Use the card, the PIN, and any ATM that displays the MasterCard® brand mark as instructed;
- Not disclose the PIN nor record it on the card or otherwise make it available to anyone else;
- Promptly notify us of any loss or theft of your card or PIN; and
- Be liable for any transaction made by a person you authorize or permit to use your card, PIN or both.

If you authorize someone else to use your card or PIN, you will assume full responsibility for any and all transactions initiated by such person with your card or PIN. If you voluntarily give your card and/or PIN to another person, you have authorized that person to use your card and access any card value available to you, and you are responsible for their use of your card.

**Section 1. TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF A LOST CARD OR UNAUTHORIZED TRANSFER**

Notify us immediately if your card is lost or stolen. If you believe your card has been lost, stolen, or someone has learned your PIN or card number, call or write to us or our processor at the telephone numbers and address listed as follows: Call our processor toll free at 1-866-242-1170, 24 hours a day, 7 days a week; or write to us at: First Community Bank Customer Service at 1151 W. Highway 77 San Benito, TX 78586. You may also contact our customer service representatives on business days during business hours at 1-877-399-3331. Calling our processor or a customer service representative is the best way to minimize your possible losses.

**Section 2. TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS**

You may use your card for the following types of transactions. Some of the services described in these Terms, Conditions and Disclosures, however, may not be available from us at all times nor at all terminals at all times.

**Purchase of Goods and Services.** You may use your card to pay for purchases of goods and services at all merchant locations that accept MasterCard® Debit cards. If you permit someone else to use your card, we will treat this as if you have authorized this person to use your card and you will be responsible for any transactions initiated by such person with your card. Upon any purchase via a point-of-sale device, mail order, telephone order or other purchase transaction, your card value will be reduced by the amount of such purchase.

**Cash Transactions/Balance Inquiries.** You may use your card to access cash at an automated teller machine ("ATM") that displays the MasterCard® brand mark with your PIN. Any attempted ATM transactions can result in a fee as described in our Schedule of Fees and Charges. You may obtain up to \$300 per day in cash from any ATM that displays the MasterCard® brand mark or any of the logos appearing on the back of your card, or to inquire about the available value remaining on your card.

You may also use the card to access cash at any financial institution office that accepts MasterCard® Debit cards for cash access transactions.

Cash transactions are subject to the ATM/Cash Access fees provided in our Schedule of Fees and Charges.

**Preauthorized/Electronic Funds Transactions.** You may authorize us to debit or credit your card value automatically to or from third parties by means of pre-authorized and other electronic funds transfer transactions.

**Frequency and Limitations on Transfers.** Your use of the card at a merchant's point-of-sale terminal or for a cash advance at a financial institution (other than at an ATM) is unlimited. Your use of the card at an ATM is unlimited under or equal to a \$300 per day limit. When there is sufficient card value remaining, we will honor transfers initiated or authorized by you. You agree not to make transfer requests that exceed your available card value. We may dishonor a transfer request when your card has insufficient value. In addition, all transfer requests must be in a form satisfactory to us, or we may refuse to honor them. We may charge your card for all transfers you initiate or authorize in accordance with our Schedule of Fees and Charges, even though a negative balance may be created. You agree that although we have no obligation to permit a negative balance on the card, we may do so. You will be liable for any negative balance on the card.

If you use your card to make a purchase or access cash greater than your remaining card value, you must tell the merchant before completing the transaction. The merchant will require payment for the excess by cash or credit. Some merchants may not allow you to combine multiple payment types (i.e., cash, check or another payment card) to satisfy the transaction.

**Conversion To U.S. Dollars.** Transactions made in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by MasterCard® and may include a margin and/or fees charged directly by MasterCard®. Conversion to U.S. Dollars may occur on a date other than the date of the transaction; therefore, the conversion rate may be different from the rate in effect at the time of the transaction. You agree to pay the converted amount. For these transactions, the rate of exchange between the transaction currency and the billable currency is either a wholesale market rate or the government mandated rate in effect one day prior to MasterCard® International processing date, increased by 1%.

**Loading Value to Card.** You may add value to a pay card by (1) mailing a cashier's check or postal money order to: Customer Service Department 1151 W. Highway 77 San Benito, TX 78586; (2) by visiting any of our locations; or (3) your employer via direct deposits 4)any other means acceptable to us. Certain restrictions and limits may exist on the amount which may be loaded to your card at any one time. The balance on your card may not exceed \$99,999.99.

**Availability of Card Value.** Value added to your card becomes available for withdrawal on the business day following our receipt of funds associated with the added card value.

Entries received by us which add value to your card are subject to verification, and any errors in settling such entries will be corrected by us through adjustments to the card value or through other recovery from or reimbursements to you.

Any settlement given by us for an entry, by loading value to the card or otherwise, shall be a provisional settlement until the entry has been finally paid, including on-us entries. Entries returned to us may be charged back against the card or otherwise recovered from you. You hereby authorize us in our sole discretion to re-present entries, without notice to you, for collection. Availability from any funds loaded via our website from a checking/savings account will be delayed for 3 days

**Preauthorized Payments.** If you have arranged in advance to make regular transfers from your card, you can stop any of these transfers by calling our processor or us, or writing us at the address listed in Section 1 of these Terms, Conditions and Disclosures. We must receive this request at least 3 business days before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing and get back to us within 14 days after you call.

If you notify us to stop a preauthorized transfer at least 3 business days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages. If you notify us to stop a preauthorized transfer less than three (3) business days before the transfer is scheduled and we do not do so, we will not be liable for your losses or damages.

If these regular transfers vary in amount, the person you are going to pay will tell you, 10 days before each transfer, when it will be made and how much it will be. You may choose instead to get this notice only when the transfer would differ by more than a certain amount from the previous transfer, or when the amount would fall outside certain limits that you set.

**Transaction Receipts/Card Statements.** You can get a receipt at the time you make any transfer with your card using an ATM or a point of sale terminal.

Your card statement is only available electronically at www.FCBWeb.net; however, if you need a paper print-out of your card statement, it is available to you upon payment of the statement fee provided in our Schedule of Fees and Charges.

You may also inquire about the remaining value available to you on your card from any ATM that displays the MasterCard® brand mark or any of the logos appearing on the back of your card.

We shall determine your card balance at any time from our books and records.

**Section 3. POINT-OF-SALE TRANSACTIONS**

Using your card to purchase goods and services from merchants constitutes a simultaneous demand against and withdrawal from your available Card value. You do not have the right to stop payment on any point-of-sale transaction originated by use of your card.

**Section 4. FEES AND CHARGES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS**

There is a monthly maintenance fee associated with your pay card. There are also certain other fees relating to the use of your card. The fees and charges associated with your card are listed in our Schedule of Fees and Charges. When you use an ATM not owned by us, the ATM operator may charge you an additional fee or any network used to complete the transfer, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. Fees and charges for other participating direct merchants and financial institutions may vary from the fees and charges listed in our Schedule of Fees and Charges. You agree to pay the fees and charges assessed by us according to these Terms, Conditions and Disclosures. All fees and charges will be automatically assessed against your available card value, and you will be responsible for any deficiency. Payment of all applicable fees and charges (including any applicable monthly maintenance charges) associated with your card is a condition precedent to your use of your card.

We will provide notice of a change in fees and charges at least thirty (30) days prior to the date of any change.

**Section 5. DISCLOSURE OF INFORMATION TO THIRD PARTIES**

We may disclose information to third parties about your card or your card transaction history:

- Where is it necessary for completing the transaction; or
- In order to verify the existence and condition of your card for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders, or as otherwise required by law or in connection with examinations by banking authorities; or
- For analytical purposes; or
- If we conclude that disclosure is necessary to protect you or our interests; or
- If you give us your written permission; or
- If we otherwise deem appropriate, to the extent permitted by law.

You also agree that we may furnish to our affiliates, and to such other persons or entities as we deem advisable for the conduct of our business or that we deem to be in the public interest, any and all information concerning you and your card transaction history that we have in our possession, except to the extent prohibited by law.

**Section 6. BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transaction arising from the use of your card 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 value left on your card to cover a transaction; or
- If the ATM where you are making the transfer does not have enough cash; or
- If the terminal or system was not working properly, and you knew about the breakdown when you started the transfer; or
- If circumstances beyond our control (such as flood or fire) prevent the transaction, despite reasonable precautions that we have taken.

There may be other exceptions in this or other applicable account or electronic fund transfer service agreements with you. You agree that in performing under these Terms, Conditions and Disclosures we will in no event be liable for any consequential, incidental, special or punitive damages.

**Section 7. ERROR RESOLUTION PROCEDURES**

In case of errors or questions about transactions arising from the use of your card: call our processor or us, or write us, at the phone numbers or address listed in Section 1 of these Terms, Conditions and Disclosures as soon as you can, if you think your card statement or receipt is wrong or if you need more information about a transaction. We must hear from you no later than 60 days after the date of the transaction in question and you must provide the following information:

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- Your name and card number;
- A description of the error or the transfer/transaction you are unsure about, and an explanation as clear as possible why you believe that it is an error or why you need more information; and
- The dollar amount of the suspected error, and where and when the transaction took place.

If you tell us orally, we may require that you send your complaint or question in writing within 10 business days.

Generally, we will tell you the results of our investigation 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 we decide to do this, we will re-credit your card within 10 business days for the amount you think is in error so that you will have the use of such amount 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 re-credit your card.

If notice of an error involves a transaction that was not initiated in the United States, the District of Columbia, or the Commonwealth of Puerto Rico; or involves a transaction resulting from a point-of-sale transaction; or occurred within 30 days after the card was issued, the applicable time period for completing an investigation will be 90 days in place of 45 days.

For new cards we may take up to 20 business days to credit your card for the amount you think is in error.

If we decide that there was no error, a written explanation will be sent to you within 3 business days after the investigation of the alleged error has been completed. You may ask for copies of documents that we used in our investigation.

**Section 8. YOUR LIABILITY FOR A LOST CARD OR UNAUTHORIZED TRANSFERS**

Notify us immediately if you believe your card has been lost, stolen, or someone has learned your PIN or card number. Telephoning us directly or through our processor at the phone numbers listed in Section 1 above is the best way of keeping your possible losses down. You may also write us at the address listed in Section 1 above. If you tell us within 2 business days after you discover the loss or theft of your card, you will not be liable for any losses resulting from the use of your card without your permission. If you do not tell us within 2 business days after learning of the loss or theft, you may be liable for up to \$50 if someone used your card without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

Also notify us immediately if your card value balance or your statement indicates any transfers that you did not make or authorize. If you do not notify us within 60 days after the transaction, and if we can prove that we could have stopped someone from taking or using your card if you had notified us in time, you may be liable for up to \$500 if someone used your card without your permission.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Section 9. OTHER TERMS AND CONDITIONS**

From time to time we may adopt new or amended provisions of these Terms, Conditions and Disclosures, which will be effective after giving you reasonable notice in writing or by any other method permitted by law, including, in appropriate circumstances, posting notice in our building. Provisions changed pursuant to bank regulatory authority shall be effective per such regulation without further notice.

The card is and will remain our property. However, you will be solely and completely responsible for the possession, use and control of the card. You must surrender the card to us immediately upon request. The card may not be used for illegal transactions.

We may cancel your card or terminate electronic access to your card with or without cause, and without prior notice to you. If we cancel your card and you have remaining card value, we will issue you a cashier's check for any unused card value, and we may deliver the cashier's check to you in person or by mail.

You may cancel your card at any time prior to its expiration date by notifying us in writing at our address listed in Section 1 of these Terms, Conditions and Disclosures. After we receive your cancellation notice, we will issue you a cashier's check for any unused card value, reduced, however, by the Check Issuance/Card Closure Fee described in our Schedule of Fees and Charges, and we may deliver the cashier's check to you in person or by mail.

If ownership of or the right to use your card becomes in dispute for any reason, we, in our discretion, may refuse to authorize transactions or refund any portion of the remaining card value until the dispute is settled.

Your rights in your card are not transferable except in accordance with applicable federal regulations. No assignment, encumbrance or other transfer of your card will be valid unless our written consent has first been obtained and a memorandum thereof is entered on our records.

Notices from you to us will be effective as required by federal or state law, and in the absence of federal or state law, upon our receipt and reasonable time to process. Notices to you from us will be effective as required by federal or state law, or in the absence of federal or state law, upon mailing to the last known address shown by our records, unless otherwise provided in these Terms, Conditions and Disclosures.

In the event that any provision of this agreement is determined to be invalid, illegal, or unenforceable, such determination shall not affect the other provisions of this agreement. This agreement shall be governed by, and construed in accordance with the laws of the State of Texas, any actions or proceedings with respect to this agreement or any services hereunder shall be brought only before a federal or state court in Texas.

Failure by us to exercise any of our rights hereunder shall not be a waiver of any of our rights.

Our agreement, set forth in these Terms, Conditions and Disclosures, is governed by federal law, and where not in conflict with federal law, the laws of the State of Texas, without regard to conflict of law principles.

**Section 10. NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS.**

As with all financial transactions, please exercise discretion when using an ATM or night deposit facility. For your own safety, be careful. The following suggestions may be helpful:

- Prepare your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
- Mark each transaction in your records, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important card information.
- Compare your records with your card statements.
- Don't lend your card to anyone.
- Remember; do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- Protect the secrecy of your PIN. Protect your card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a copy of your PIN in your wallet or purse.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- If you lose your card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
- If you notice anything suspicious or if any other problem arises after you have begun your ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
- At a drive-up facility, make sure all the car doors are locked and all the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
- We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please

report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

**Section 11. SCHEDULE OF FEES AND CHARGES**

Our current fees and charges are set out below.

Purchase Price	N/A
ATM/Cash Access	No fee from First Community Bank. When you use an ATM not owned by us, you may be charged an additional fee by the ATM operator or any network used to complete the transfer.
Pay Card Monthly Maintenance Fee	\$1.75 per month. Under some circumstances your employer may elect to fund the monthly maintenance fee on your Pay Card.
Reissue Fee	\$5.00 delivered by regular mail. Express shipment is available at the then current fee.
Check Issuance/Card Closure Fee	\$7.00
Statement Request Fee	\$2.50
Funds Transfer Fee	\$7.00
Card Reload Fee	\$1.00 Reloads made with credit card \$10.00
Bill Payment Transaction Fee	\$0.67 per transaction
<i>Other fees may apply and will be disclosed when service is provided.</i>	