

# First American Bank and Trust Consumer Debit MasterCard Agreement

## Introduction

This is our Agreement ("Agreement") with you, which governs your request for, receipt and use of a First American Bank Debit MasterCard. This Agreement is applicable only to transactions made using a First American Bank Debit MasterCard (as defined below).

## Scope of Agreement

This agreement governs the possession and use of the First American Bank's Debit MasterCard® ("Card") issued by First American Bank and Trust ("Issuer"). Each person who applies for a MasterCard® and in whose name the card is issued ("Holder") consents and agrees to these regulations and to the terms contained in this agreement. In addition to this Agreement, you agree to comply with the Bank's deposit account rules, "Reg E Disclosure – Electronic Funds Transfer Agreement and Disclosures," "Accounts TIS Disclosure," "Deposit Account Agreement and Disclosures," disclosures of terms, fees, and interest rates, and any other agreement or disclosures we have or may hereafter provide (incorporated herein by reference and made a part of this Agreement), and all applicable state and federal laws and regulations.

## Definitions

Words and phrases used in this Agreement shall be construed so that the singular includes the plural and the plural includes the singular. In this Agreement, the following words shall have the definitions stated:

"Account(s)" mean each consumer checking or money market account which you have selected to access with your First American Bank Debit MasterCard Account(s).

"Anonymized Ancillary Information" means Bank's Ancillary Data that has been anonymized, by aggregation or other manipulation, such that the information or data cannot itself identify, nor be combined with other publically-available information to identify, any individual person. Data means ancillary transaction information (e.g., IP Address, Device ID, Geolocation, browser specifications, device specifications, amount, merchant name, challenge results (abandoned, successful, failed)) that First Data or its subcontractors receive from Bank's Cardholders and merchants in performing the eCommerce Authentication Services.

"Anonymized Fraud Information" means Bank's Fraud Data that has been anonymized, by aggregation or other manipulation, such that the information or data cannot itself identify, nor be combined with other publically-available information to identify, any individual person. Bank's Fraud Data means (1) account level data relating to Bank's accounts from Bank's fraud management system (e.g., PAN, BIN, expiration date), and (2) transaction level data relating to Bank's accounts from Bank's fraud management system.

"Application" shall mean the First American Bank Debit MasterCard Application which you submitted to First American Bank, the application is incorporated herein as part of this Agreement.

"Article 4A" shall have the meaning set forth in the "Scope of the Agreement" section of this Agreement.

"Authorized Signer" shall have the meaning set forth in the Application.

"ATM" shall mean an automated teller machine or similar banking machine.

"Bank" shall mean First American Bank and Trust, the issuer of Debit MasterCard.

"Card" shall mean the First American Bank Debit MasterCard issued to you.

"Maximum Dollar Limitations" shall have the meaning set forth in the "Limitations on Transactions" section of this Agreement.

"PIN(s)" shall mean the confidential personal identification number(s) assigned by the Bank or selected by you for identification purposes in connection with the use of your Debit MasterCard, and includes the Debit MasterCard number itself.

"Transfer(s)" shall mean any electronic banking transaction, including but not limited to deposits, withdrawals, or point-of-sale purchases, made electronically and/or by ATM, as well as all Transfers resulting from the use of your Debit MasterCard(s), even if an ATM is not used at the time of the transaction.

“Unauthorized use” means the use of your point of sale debit card by a person, other than you, who does not have actual, implied or apparent authority for such use, and for which you received no benefit.

“We,” “our,” and “us” refers to the Bank; “You” or “your” will mean the Account Holder and/or the Cardholder.

### Terms and Conditions:

By using or authorizing any other person to use your Card, you acknowledge your understanding and agreement to the following terms and conditions:

1. **Availability of Funds.** Subject to our “Regulation CC Funds Availability Disclosure.” Generally you may use your Card only to the extent that you have available funds. You can call us to determine your current card account balance.
2. **Card Services.** We offer the following services to Cardholders (“Cardholder Services”):
  - Automated Teller Machine (“ATM”) Services. You may use your Card at an ATM that bears the network logo(s) that appear on your Card to withdraw Funds or to inquire about the amount of Funds available to you.
  - Merchant Services. You may use your Card to purchase goods and services at any retail or other establishment that displays the network logo that appears on your Card.
3. **Personal Identification Number (“PIN”).** When you activate your card you will choose a confidential PIN which will enable you to identify yourself when using your Card. Your PIN is a security feature that functions as your signature, identifying you as the proper user of the CARD and authorizing any transaction that you make using the Card. If you voluntarily give your Card and/or PIN to another person, you have authorized that person to use your Card and access your funds, and you will be responsible for their use of your Card from that date until First American Bank has been otherwise notified and your PIN has been changed.
4. **Receipts.** You should get a receipt at the time you use your CARD at an ATM, or when you use your Card to purchase goods or services through a merchant. This would include printing proof of services/purchases with any internet merchants. You must provide this documentation in order for most disputes to be valid disputes.
5. **Liability for Unauthorized MasterCard Debit Card Transactions on Cards Issued to Certain Consumers and Small Businesses.** The zero liability limit described below only applies to United States-issued MasterCard branded debit cards issued to natural persons, either for consumer purposes or for business purposes if the card is a “small business” debit card described on MasterCard’s website. The zero liability limit described below does not apply if you are an entity of any sort (corporation, Limited Liability Company, partnership, etc.) or if the card is issued to you for business or commercial purposes other than “small business” as defined above. The zero liability limit described below does not apply until your identity is registered by or on behalf of the card issuer.

Tell us AT ONCE if you believe your MasterCard debit card has been lost or stolen or if you believe any unauthorized transactions have been made using your MasterCard debit card. Your liability for unauthorized use of your debit card with the MasterCard logo will not exceed zero dollars (\$0.00) if the following conditions have been met:

- (i) you have exercised reasonable care in safeguarding your card from risk of loss or theft; and
- (ii) upon becoming aware of such loss or theft you promptly reported the loss or theft to us. If the conditions set forth above have not been met, you may be liability for unauthorized transactions to the extent allowed under applicable law (for example, see Liability for Unauthorized Transfers paragraph below).

To notify us of lost or stolen cards or of unauthorized transactions, call or write to us at the telephone number or address set forth in the **Liability for Unauthorized Transfers** paragraph below. This will help prevent unauthorized access to your account and minimize any inconvenience.

MasterCard is a registered trademark of MasterCard Worldwide or its subsidiaries in the United States

6. **Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your card, ATM PIN, POS card or PIN, Audio Response PIN, or online banking PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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 after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 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 you 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, including those made by card code or by other means, 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 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 (225) 265-2265, or write us at:

First American Bank and Trust  
P.O. Box 550  
Vacherie, LA 70090

**7. Use of Anonymized Data**

By using your First American Bank MasterCard Debit Card you consent to the use of Anonymized Fraud Information and Anonymized Ancillary Information by First American Bank and Trust (Bank) and by any debit card processing company that First American Bank and Trust uses to process debit card transactions including First Data Processing, Inc. (First Data), its Affiliates, and First Data's service providers. This data will be used for enhanced fraud detection through analytics.

**8. Period Statements, Disputed Items and Error Resolution.** Under our "Reg E - Electronic Funds Transfer Agreement and Disclosures," you will receive periodic statements from us. Your statement is available on paper or electronically. You will receive a monthly statement which details all debits made by the use of the Debit MasterCard(s).

**9. Error Resolution.** 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 appears.

Disputes regarding any Debit MasterCard transaction shall be communicated in writing to the Bank at the address indicated below. Communications shall include the cardholder's name, the dollar amount of any dispute or suspected error, and a description of the disputed error. The dispute shall be addressed to:

First American Bank and Trust  
P.O. Box 550  
Vacherie, LA 70090  
1-800-738-2265 (24-hours a day)

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 determine whether an error occurred within ten (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 forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit 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 credit your account.

If a notice of error involves a transaction that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new account, point of sale debit card transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we determine 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.

**10. Lost or Stolen Debit MasterCard(s); Unauthorized and Fraudulent Use of Debit MasterCard(s)**

- (a) In the event a Debit MasterCard assigned to you is lost or stolen, you will immediately report the lost or stolen Debit MasterCard to us. You can call us at 1-800-738-2265 (24 hours a day). Such reports may be made in writing, via fax, or verbally with written follow-up. We will immediately disable your card and issue of a replacement for the reported lost or stolen Debit MasterCard(s).
- (b) You are responsible for all Transfers made by use of the Card by any authorized user. You agree that by allowing anyone to use your Card, you will be responsible for all Transfers made through the use of your Card by that person until we receive written notification that such authority is revoked, or that the card has been lost or stolen as set forth above.
- (c) You agree to assist the Bank in the investigation and prosecution of claims for unauthorized transactions by completing appropriate statements and reports reasonably requested by the Bank.

- 11. Bank's Liability for Failure to Complete Transactions.** If the Bank does not conduct a Transfer on time or in the correct amount, the Bank will not be liable for any losses or damages which result, to the extent that such losses were incurred because:
- (a) Through no fault of the Bank, you have insufficient available funds in your Account(s);
  - (b) The ATM at which you attempt the Transfer does not have enough cash;
  - (c) The ATM was malfunctioning at the time you initiated the Transfer;
  - (d) Circumstances beyond the Bank's reasonable control (such as fire, flood, terrorism, or theft) prevent the completion of the Transfer, despite reasonable precautions on the part of the Bank;
  - (e) In the case of pre-authorized credits, the data from the third party is not received, is incomplete or erroneous, or the recipient is deceased.
- 12. Issuance of First American Bank Consumer Debit MasterCard(s).** The Bank will issue Consumer Debit MasterCard(s) in accordance with the information you provided in your "First American Bank Consumer Debit MasterCard Application." The card will be embossed with your name on the face of the card. You must sign the back of the Card immediately upon its receipt. Cards remain the property of the Bank and must be surrendered to the Bank upon demand. You agree to use the Card for Consumer purposes only. You acknowledge that the Bank is providing such service to you as an accommodation party only and, except as otherwise provided by law and herein, the Bank is not responsible in any way for the manner in which the Card is utilized.
- 13. Limitation on Frequency and Amount of Transactions.** For security reasons, there are limitations on the number of transactions, maximum cash withdrawals, and maximum dollar amount of purchases you may perform using the Debit MasterCard during a 24 -hour period ("Maximum Dollar Limitations"). Individual ATMs may also limit the dollar amount of withdrawals. Daily limits are further subject to the availability of funds in your Account(s). For Security reasons, there may be times when we impose other limitations on withdrawals.
- You may make 10 cash withdrawals from ATMs per day.
  - You may withdraw up to a maximum of \$600.00 (if there are sufficient funds in your account) per day.
  - You may purchase up to a maximum of \$2,500.00 worth of goods and services per day, exclusive of ATM withdrawals.
- 14. Fees and Charges.** You are subject to all fees and charges described in the "Reg E - Electronic Funds Transfer Agreement and Disclosures" and all other account disclosures provided at account opening. Additional charges may be imposed by owners of non-Bank ATMS for use of their ATMs. Fees will be charged in accordance with the most recent service charge schedule. You shall pay to us promptly such fees as we may charge for a Transfer pursuant to this Agreement. Such fees may be changed from time to time without prior notice to you. We may set off the amount of such fees and/or expenses against any of your Accounts.
- A recapitulation of Debit Card specific fees are as follows:
- There is no charge for ATM withdrawals at machines owned by us.
  - There is a \$1.50 charge for each ATM withdrawal at machines we do not own.
  - There is no charge for ATM balance inquiries at machines owned by us.
  - There is a \$1.50 charge for each ATM balance inquiry at machines we do not own.
  - There is a \$1.00 per month charge for the First American Bank Debit MasterCard
  - There is a \$30.00 per item charge for Overdraft privileges if your account is subject to an Overdraft privilege agreement with us.
  - There is a \$30 per item charge for Non-sufficient Funds (NSF) in your account.
- 15. Insufficient Funds.** If the Account accessed does not have sufficient available funds, we may, at our discretion, reject or accept the transaction you have attempted. We, at our sole discretion, may honor such a transaction as a service to you. In this event you agree to pay, on demand, the amount necessary to cover the insufficiency, plus any applicable charges for this service.
- 16. General Provisions.**
- (a) Your Card may be retained by any ATM or merchant if:
    - The PIN is entered incorrectly on three (3) successive attempts;
    - Your Card was reported lost or stolen;
    - All of the Accounts linked to Card have been closed;
    - Your Card has expired or has been replaced;
    - The ATM is malfunctioning; or
    - You are in default on any agreement with the Bank.
  - (b) Each Debit MasterCard issued by us remains our property, is not transferable (other than to your Authorized User(s)), and may be canceled, revoked, or limited by us at any time without prior notice to you. In the event of cancellation or revocation, your Debit MasterCard must be surrendered to us upon demand. If you attempt to

use your Debit MasterCard after it has been cancelled or revoked, it may be retained. For your protection, Debit MasterCard also may be retained in situations where it appears to us that there is or may be a danger of loss, theft, or unauthorized use.

- (c) No Transfer may be conducted, and no Transfer that you attempt to initiate will be completed, if your Debit MasterCard is damaged, has expired, has been cancelled, revoked, or retained for any reason, or your Account(s) has (have) been closed.
- (d) Upon receipt of a request for authorization of a Transfer made with your Debit MasterCard, you (or your Authorized User(s)) authorize us to deduct the amount immediately from the available balance in your Account(s). You understand and agree that you may not place stop payment orders on any Transfers originated by use of your Debit MasterCard.
- (e) You may not be able to use your Debit MasterCard to make Transfers in the following circumstances:
  - Your Account is overdrawn; or
  - You have reached or your request would exceed applicable Maximum Daily Dollar Limitations.
- (f) We reserve the right at any time and without notice to eliminate any or all of the services that currently are available to you by use of your Debit MasterCard, or to add new services.
- (g) Notwithstanding the Maximum Dollar Limitations and notwithstanding the balance in your Account(s), we may, from time to time, limit the type, number, and dollar amount of any Transfers made by use of your Debit MasterCard, and terminate or suspend the operation of any or all Debit MasterCard(s) at ATMs or merchants without notice.
- (h) These terms and conditions are subject to the laws and regulations of the State of Louisiana and any other applicable federal regulations as amended from time to time, and shall be deemed automatically amended to the extent necessary to comply therewith.

**17. Currency Conversion.** When you use your Debit MasterCard at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The current conversion rate used to determine the transaction amount in U.S. dollars is a rate selected by MasterCard from a range of rates available in wholesale currency markets for the applicable processing date, which may vary from the rate MasterCard itself receives, or the government-mandated rate in effect for the applicable processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

#### **Additional Agreement Provisions:**

- 1. Termination.** The Bank may terminate this Agreement, in whole or in part, at any time without prior notice. If you or the Bank cancels this Agreement, you must surrender your Debit MasterCard or any other access device issued to you. In the event that you terminate this Agreement you must provide us with at least fifteen (15) days written notice. Your notice of termination of this Agreement shall not be effective until we are afforded a reasonable opportunity to act on the notice. No termination will affect any rights or obligations of either party that have accrued prior to termination or that relate to any transaction occurring prior to termination. All obligations or rights that contemplate performance after termination shall survive termination.
- 2. Amendments and Changes in Terms.** The Bank may from time to time amend the terms of this Agreement as allowed by applicable federal and state law. The Bank will notify you of such amendments at least twenty-one (21) days before the effective date of any change, as required by law. Subject to the requirements of applicable law, any amendment to this Agreement will become effective at the time stated in such notice. If you do not agree to the change or amendment, you must notify the Bank prior to the effective date of the change or amendment, terminate the Agreement, and surrender your Debit MasterCard(s). Any other amendment or modification of the provisions of this Agreement shall not be effective unless made in writing and signed by the Bank.
- 3. Illegal Use.** You agree not to use the Debit MasterCard for any illegal purpose, such as illegal gambling.
- 4. Severability.** The illegality or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision.
- 5. Headings.** Paragraph headings are provided for convenience only and shall not be deemed part of the substantive provisions of this Agreement. Section headings have been inserted for convenience only and do not define or limit the provisions thereof. This Agreement supersedes any prior agreements between us relating to these services for your Debit MasterCard(s). You and we agree that all warranties, indemnities, confidentiality requirements, representations, acknowledgements, and understandings will survive the performance and termination of this Agreement.
- 6. Waiver.** A waiver by the Bank of any of the provisions of this Agreement shall not be effective unless it is in writing, shall pertain only to the particular circumstances for which it is given, and shall not constitute a future waiver of any other right under, or provision of, this Agreement.

7. **Notices.** Except as expressly provided otherwise in this Agreement, all notices required or permitted under this Agreement shall be in writing. Notices directed to us shall be sent to us at: First American Bank, P.O. Box 550, Vacherie, LA 70090. Notices directed to you shall be sent to your last known address as reflected in our records. Other than the regular monthly statements distributed in connection with your Account(s) no additional reports will be provided to you in relation to any Transfers made using the Debit MasterCard.
8. **Applicable Law/Jurisdiction for Disputes.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Louisiana, other than its principles involving conflicts of laws, as well as applicable federal laws and regulations. Normal banking customs and practices shall also apply. You hereby submit exclusively to the state and federal courts sitting in the State of Louisiana for actions to enforce or which otherwise concern this Agreement.
9. **Attorney's Fees.** In any action or proceeding seeking to enforce or which otherwise concerns this Agreement, the prevailing party shall recover reasonable attorney's fees and expenses from the losing party. If we retain counsel to enforce this Agreement, you shall reimburse us for our reasonable attorney's fees, even if no formal action is commenced.
10. **Binding Effect/Assignment.** This Agreement shall inure to the benefit of, and is binding on, the parties, their heirs, successors in interest, and assigns. Notwithstanding the foregoing, you may not assign this Agreement without our prior written consent, and any assignment by you without our prior written consent shall be null and void.
11. **Confidentiality.** The Bank agrees that it will maintain all data relative to your accounts as confidential information and will exercise the same standards of care and security to protect such information as the Bank uses to protect its own confidential information. The Bank agrees to use such data exclusively for providing of services to you hereunder, and will not release such information to any third party except as required by law.
12. **Jury Waiver.** The parties hereby knowingly, voluntarily, and intentionally waive any right to a trial by jury in any suit, action, proceeding, or litigation in any court with respect to, or in connection with, arising out of, or otherwise related to, this Agreement and its subject matter, or any other instrument contemplated to be executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written), or actions of any party hereto or relevant to the transactions contemplated hereby. This provision is a material inducement for the parties to enter into this Agreement.
13. **Conflict Resolution.** This Agreement constitutes the entire agreement between you and the Bank concerning use of your Debit MasterCard. If there is any conflict between what a Bank employee tells you and the terms of this Agreement, the terms of this Agreement shall control. The Bank may assign this Agreement or its rights hereunder. You may not assign this Agreement. Any attempted assignment thereof shall be void.

Member FDIC  
Debit MasterCard Agreement

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