



Thank you for choosing MetroBank VISA Check Card. You may use your VISA Check Card to pay for goods and services at any VISA merchant. The VISA Check Card also provides you with Point-of-Sale (POS) access, allowing you to make purchases at any location that offers such capabilities. The purchases are deducted from your checking account. You can use your VISA Check Card as your ATM card to withdraw cash, to make transfers and deposits or to obtain balance information on your accounts.

## AGREEMENT AND DISCLOSURE STATEMENT

Please read the following carefully. In this agreement, the words *you* and *your* mean each and all of those who sign this Agreement. The words *we*, *us*, and *our* mean MetroBank, N.A.

Each cardholder agrees to the following terms and conditions which are the contract governing the issuance and use of your VISA Check Card. The agreements that apply to your checking, interest checking, regular savings, and money market accounts, apply to all VISA Check transactions, including ATM and point-of-sale, made on these accounts. You agree that all accounts accessed by the VISA Check Card must have the same common ownership or liability as the VISA Check Card. The VISA Check Card is not a credit card; and it is the property of MetroBank. We may revoke the card at any time without cause or notice. You must surrender a revoked card and you may not use an expired or revoked card. You will notify us if the card is lost or stolen. We may change the terms of this agreement without notice, unless required by law.

### 1. Notice of Lost or Stolen Card

Upon receipt of your VISA Check Card and Personal Identification Number (PIN) you must sign your name on the signature panel on the back of the card. You are responsible for the proper control and use the card and PIN. If you believe your VISA Check Card has been lost or stolen or a transfer of funds have been made without your permission, please notify us immediately at the following address and telephone number:

**Monday through Friday**

**9:00 a.m. to 4:00 p.m. (Central Time)**

**METROBANK ELECTRONIC BANKING UNIT**

**P.O. Box 4760**

**Houston, Texas 77210-4760**

**1-888-414-3556**

**After hours:**

**Bank Card Center**

**1-800-554-8969**

### Your Liability for Unauthorized Transfer

If you believe your Card has been lost or stolen, please telephone us immediately. You could lose all the money in your account.

If you tell us within two business days, you can lose no more than \$50 if someone used your card without your permission.

If you do not report within two 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 can lose as much as \$500.



Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us 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 making the transactions if you had told us on time. If a good reason (such as a long trip, or hospital stay) kept you from telling us, we may extend the time period.

***For your protection, you are not to share your card or pin with any other person, you should keep your PIN secret and not write it on the card or keep it any place where it may be found with the card.***

## **II. Bank's Business Day**

Our business days are Monday through Friday, 9:00 a.m. to 4:00 p.m. Holidays are not included.

## **III. Types of Available Transfers and Limits on Transfers**

You can use your VISA Check Card at any automated teller machines authorized to accept the card to:

- Withdraw cash from your checking or savings account
- Obtain your account balance
- Transfer funds between your checking and savings account
- Deposit check or cash into your accounts at any MetroBank ATMs.

Some of these services may not be available at all terminals.

You can use your VISA Check Card for point-of-sale purchases at merchant locations that have POS capabilities, or to pay for retail purchases at any merchant who accepts the VISA Card. The purchases are deducted from your checking account.

### **Limitation on Transaction**

Subject to account balances, your VISA Check Card has a daily ATM withdrawal limit of \$400, a point-of-sale (POS) limit of \$600 per business day.

Purchases made in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by VISA International and may include a margin and/or fees charged directly by VISA International. Rate of conversion may be different from the rate in effect at the time of the transaction.

The use of your VISA Check Card to purchase goods and services at merchant locations contributes a simultaneous withdrawal from and/or demand upon your checking account, even though the transaction may not actually be posted to your account until a later date. Transactions will be posted to your account in order and with the same legal effect as check drawn on the account.

If a negative balance (overdraft) in your checking account results from the use of the VISA Check Card, you will pay us on demand this negative balance and our then current charge for overdrafts. If you have overdraft checking privileges for an account, you are bound by the rules and that credit privilege.



#### **IV. Charges**

There may be a service charge assessed monthly which will be deducted from your account. Please refer to the current schedule of fees for your checking account. We do not charge a fee for any ATM transactions taken place at a MetroBank machine. The fee for using a non-MetroBank machine is listed in your service charge schedule and is subject to change following written notification to you. When you use an ATM not owned by MetroBank, N.A., you may be charged a fee by the ATM operator and you may be charged a fee for ATM inquiry even if you do not complete a fund transfer. We reserve the right to make future changes to fees and/or service charges related to the use of your VISA Check Card.

#### **V. Account Information to Third Parties**

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

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

#### **VI. Rights to Receive Documentation**

When you complete a VISA Check Card transaction at an ATM terminal, you will receive the following information on a receipt: the address of ATM terminal used, date and time of the transaction, terminal, your card number, type of transaction, and amount of money deposited/withdrawn.

All purchases with your VISA Check Card, as well as any additional fees incurred as result of using your VISA Check Card, will appear on your monthly account statement.

#### **VII. Stop Payments**

As between Bank and you, you shall have no right to stop payment of sales draft after the draft has been properly signed or authorized and delivered to us or any other person. Any payment by us, in accordance with this Agreement, shall reduce our debt to in connection with this account by the amount of the payment.

#### **VIII. Indemnity**

You agree 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; of quality, price, or warranty of goods, or of any discount offered as part of the VISA Check Card Program. Bank does not warrant any discounts related to the Card. To the fullest extent allowed by applicable law, you agree 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 to or resulting from breach or non-fulfillment by you of any or the term, conditions, and provisions of this Agreement. The misuse of the Card by you, the failure to properly use the Card 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.



## **IX. Bank's Liability for Failure to Make Transfers**

If we do not complete transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If, the transfer would go over the credit limit on your overdraft line.
- If, the automated teller machine (ATM) where you are making the transfer does not have enough cash.
- If, the terminal or system was not working properly and you know about the breakdown when you started the transaction.
- If, the circumstances are beyond our control (such as flood, fire, or power failure) prevent the transactions that we have taken.
- There may be other exceptions stated in our agreement.

## **X. Error Resolution Procedures**

In cases of errors or questions about your VISA Check Card transactions, please call or write to the following phone number and address below:

### **METROBANK ELECTRONIC BANKING UNIT**

**1-888-414-3556**

**P.O. BOX 4760**

**Houston, Texas 77210-4760**

- (1) Tell us your name and account number (if any)
- (2) Describe the error or the transfer you are unsure about.
- (3) Tell us the dollar amount of the suspected error.

For any errors on your statement, please notify us in writing within 60 days after the statement mailing date. Once we have received your written request, we will inform you of the results of our investigation 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 re-credit your account within ten (10) business days for the amount you believe to be in error, so that you will have use of the money during that 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 re-credit your account.

If we decide there was no error, we will send you a written explanation within three (3) business days after we complete our investigation. You may ask for copies of the documents that we used in our investigation. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

(Rev 10/2009)