

Amarillo National Bank Gift Card Terms & Conditions

These are your Amarillo National Bank Instant Issue Visa Gift Card Terms and Conditions. Please read them carefully and keep them for your records. Please sign your card immediately. By Accepting and using your Card you agree to be bound by these Terms and Conditions. In these Terms and Conditions, Amarillo National Bank Visa Gift Card means the Gift Cards issued by Amarillo National Bank. "You" and "Your" means the person who has received the card account. "We", "Us", and "Our" means Amarillo National Bank, our successors, affiliate or assigns. As a purchaser or a recipient of this card you will agree to the terms and conditions of this agreement that may be amended by us from time to time. We reserve the right to revoke or change the terms or conditions of this agreement. Business days are Monday through Friday excluding holidays. The Card is a prepaid card access device that can be used at retail establishments which have agreed to accept Visa branded cards. Your card has an expiration date stated on the front of the card. This card is a bearer card which means that it may be used by anyone having possession of it. Even if a name is printed on the Cards, someone else may use it. For these reasons, you should always treat and protect the card the same as if it were CASH. **To check your Gift Card balance** you may call, Monday – Friday 8-5 at 806-378-8100 or call 1-877-321-8437 available 24 hours a day 7 days a week.

Section 1: TELEPHONE NUMBER TO BE NOTIFIED IN EVENT OF A LOST CARD OR UNAUTHORIZED TRANSFER

Tell us AT ONCE if your card has been lost or stolen. If you believe your Card has been lost or stolen, call the telephone number listed as follows: Call 806-378-8100, Monday – Friday 8-5 or toll free 1-877-321-8437, 24 hours a day, 7 days a week.

Section 2: PIN ACTIVATION. Your card will be activated once you receive it, however; if you choose to use pin transactions you will need to call 806-378-8100, Monday ---Friday, 8-5 or access the following web site <https://prepaidcard.anb.com/LoginManagement/Login/Index> or www.anb.com under Cash Card section. The card and Pin are provided for your use and protections, and you will:

- a. Not disclose the PIN nor record it on the Card or otherwise make it available to anyone else.
- b. Use the card, the PIN and any ATM as instructed
- c. Promptly notify us of any loss or theft of your Card or Pin
- d. Be Liable for any transactions made by a person you authorize or permit to use your Card or PIN or both.

If you authorize someone else to use your Card or PIN, you will be responsible for any transactions initiated by such person with your Card or PIN.

Section 3: TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS

Card Access. You may use your Card to pay for purchases at retail establishments, which have agreed to accept the Cards, and are equipped with a point-of-sale terminal, mail order, telephone order. The amount available on the Card will be reduced by the

amount of such withdrawal or purchase. **Pay at the Pump gas purchases will not be allowed at gas stations.** You may pay for your gas inside and then pump your gas purchase.

Cash Transactions. You are permitted to use the Card to access cash at an ATM with your Personal Identification Number (PIN). There is a \$500.00 daily limit on ATM withdrawals. Any ATM transactions at Amarillo National Bank ATM machines will have NO access fees. If you use a machine not owned by Amarillo National Bank a fee of \$1.25 will be charged per transaction and whatever terminal fee is charged by the ATM owning institution.

International Transactions. Transactions made in currencies other than U.S. Dollars under regulations established by Visa may include a margin and /or fees charged directly by Visa. 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 Visa International processing date, increased by 1%.

Section 4. POINT-OF-SALE TRANSACTIONS

The use of your Card to purchase goods and services from merchants constitutes a simultaneous demand against and withdrawal from the value from the value stored on your Card. You may use your Card only in this manner and for the purposes authorized by these Terms and Conditions. You do NOT have the right to stop payment on any point-of-sale transaction originated by use of your Card. You are responsible for all authorized transactions initiated by use of your card.

Section 5. EXPIRED CARD REDEMPTION PROCESS

Once your card has had no activity for 18 months, it will be suspended. You may call 806-378-8100 to reactivate the card. Once the card expires, a new card can be loaded with the remaining balance minus a \$3.00 new card fee.

Section 6. DISCLOSURE OF INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your Card or the transaction that you make: Where it is necessary for completing transactions; or in order to verify the existence and condition of your Card; 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 if we conclude that a disclosure is necessary to protect your interest or the interests of the Bank; or if you give us your permission.

Section 7. PREAUTHORIZED TRANSFERS

You may not make pre-authorized regular payments through the use of your Card.

Section 8. YOUR LIABILITY FOR EXCEEDING VALUE.

You agree not to make Transactions which exceed the value on the Card. In certain situations, it may be possible for the User to charge more than the remaining value on the Card (“Overspending”). In such circumstances, you agree that the Purchaser and, if different, the User who initiated the Overspending will be liable to the bank for such Overspending and any expenses incurred by the Bank. We have no obligation to allow Overspending. However; if Overspending is inadvertently permitted by us, you agree to repay in full, promptly upon demand, the amount of any and all Overspending,

plus accrued interest thereon until paid in full at the highest rate permitted by applicable law, plus all costs of collections, including reasonable attorney fees, to the extent permitted by law. If you are a customer with a deposit account with us, you hereby agree that we may deduct any Overspending plus such other amounts specified above from any such deposit account.

Section 9. RISK OF LOSS; STOLEN CARDS; ERRORS

YOUR CARD IS LIKE CASH. You agree to use your best efforts to protect your card against loss, theft, or unauthorized use. You assume all risks of loss from a lost or stolen card. Your only remedy in the event the Card is stolen or lost is to report the theft or loss to us so that we can terminate the Card. We will close this Card immediately. If the value of the Card is exhausted by the time we are able to terminate it, then you must bear the entire loss, and we will NOT be liable to you. You agree that this must be the rule between us, because the Card is like Cash. If there is value remaining on the Card by the time we are able to terminate it, then we will refund any unused value minus our replacement fee. If you think a Transaction is wrong or if you need more information about the Transaction, we must hear from you no later than sixty (60) days after the Transaction was made, and you must provide use with the following: (1) tell us your name and the name of the Purchaser of the Card; (2) tell us the number of the Card; (3) describe the error or the 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; and (4) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you give us the same information in writing within ten (10) business days. We will determine whether an error has occurred within ten (10) business days after we hear from you in writing. If we determine that an error has occurred, we will refund to you the amount of the error. You may call us at 806-378-8100, Monday-Friday 8-5, or at 1-877-321-8437, 24 hours a day 7 days a week.

FEE SCHEDULE

Instant issue cards

\$15.00 Minimum purchase value

\$1500.00 Maximum purchase value

\$3.00 per card purchased at branch location

\$1.25 Foreign ATM withdrawal fee

\$1.25 Foreign ATM Balance Inquiry Fee