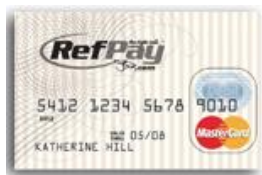


Instruction for Getting a RefPay Debit MasterCard



RefPay Debit MasterCards can be used at any location that accepts MasterCard. MasterCard is accepted at over 22 Million locations and at any ATM in the world. Using your RefPay debit MasterCard is an excellent way to track officiating expenses and receive instant payment for your services.

Obtaining a RefPay Debit MasterCard is easy. Your RefPay Debit MasterCard will arrive in 10 – 15 business days after you've completed these step by step instructions.

Step 1) Fill out the RefPay Payroll Card Account Application accurately and completely. RefPay Debit cards are issued by an FDIC insured bank. Incomplete or Partial applications will be rejected.

******NOTE****** Leave Box 2 – Direct Deposit Blank (Issuing Bank will fill this section out)

Step 2) Make a Copy of your State ID (e.g. Driver License or Govt. Issued ID) and Social Security Card.

Step 3) Fax the completed application and copies of your Social Security Card and State ID to **801-662-0064 Attn: Debit Card Application**

*******FAILURE TO FAX COPIES OF YOUR ID, SOCIAL SECURITY CARD AND PRINT LEGIBLY WILL RESULT IN YOUR APPLICATION BEING REJECTED AND SHREDDED*******

******* Allow 10 – 15 business days for your Debit Card to Arrive. Follow the instructions with the card to activate it. *******

Important Reminders about RefPay Debit MasterCards

- A one time charge of \$3.95 pr card will be assessed to cover the cost of issuing.
- There is no credit check to get a RefPay MasterDebit Card.
- Fees charged on the cards are assessed by the issuing bank, not RefPay.com. Make sure you review the enclosed Disclosure and Fee schedule to avoid any problems.
- Using your RefPay MasterDebit Card is FREE as long as you use the card on a NON-PIN transaction basis. When making any purchase, always run the transaction as a CREDIT and signature transaction. (The ACH banking network charges companies that issue debit cards each time a transaction is run as a DEBIT. If the transaction is run as a CREDIT the merchant pays the ACH network charges. Therefore, if you run a transaction as a DEBIT charge the transaction fee will be passed on to you. However, if you run the transaction as a CREDIT charge the transaction will be FREE.)

RefPay Debit MasterCard funding is done by the user. It's up to the user to determine the amount of money put on the Card. Users are not required to put their entire RefPay account balance on their RefPay Card. The maximum users can fund is determined by their available balance.



Payroll Card Account

Company Name:	RefPay.com - 1060
Contact Name:	Compliance Dept
Contact Phone #:	(801) 576-9436
Contact Fax #:	(801) 662-0064

Account Application / Direct Deposit Designation

BOX 1 – CUSTOMER INFORMATION			
First Name:		Country of Citizenship:	
Middle Initial:		Social Security #:	
Last Name:		Govt. Issued ID / Passport / Alien ID # (if no SS#):	
Physical Address (No PO Boxes):		Driver License #:	
City / State / Zip:		Driver License State:	
Years or Months at this Address:		Expiration Date:	
<input type="checkbox"/> Check here if you have your mail delivered to a different address		Date of Birth:	
Mailing Address:		City of Birth:	
City / State / Zip:		Mother's Maiden Name:	
Home Phone:		Email Address:	
Cell Phone:		Other:	

APPLICATION TERMS AND CONDITIONS

By submitting this application, you represent that everything you have stated in this application (including the information submitted on behalf of a co-applicant, if applicable) is correct to the best of your knowledge and that you are authorized to submit this application on behalf of any co-applicant.

You understand that this application is subject to approval. You authorize Herring Bank and/or RefPay.com to make any inquiries that the Bank considers appropriate to determine if the Bank should open your account. This may include verification of employment and credit reports from account information services and credit reporting agencies.

You acknowledge and agree that this account is governed by the terms and conditions set forth in the following documents, as amended from time to time: the Payroll Card Deposit Agreement and Disclosures (along with the Personal Schedule of Fees), and the Herring Bank Privacy Policy for Consumers. If your application is approved, you can receive these documents in a paperless form online or receive them in the US mail.

REVIEW THE TERMS AND CONDITIONS

We take our responsibility to protect your personal information very seriously. The information you provide on this application allows us to verify your identity and ensure your personal information remains secure. To submit your application, you must review and accept the terms and conditions and all of the account disclosure documents. I have reviewed the account documents and have been presented a copy.

BOX 2 - DIRECT DEPOSIT (LEAVE BLANK - Filled Out by Issuing Bank)				
I hereby authorize RefPay.com, or its agent(s), to distribute my paycheck into the bank account or accounts indicated. I understand and agree that all prior direct deposit elections made are superseded by the signing of this form. This authorization will remain in effect until I have canceled it in writing. If funds to which I am not entitled are deposited to my account, I authorize RefPay.com, or its agent(s) to direct the bank to return such funds. If funds to which I am not entitled are deposited to my account, and my account is closed or has insufficient funds available, I will repay the overpayment to RefPay.com via certified funds.				
I certify that everything I have stated on this form is correct. Herring Bank ("Bank") may keep this form whether or not my account is approved, current, open or valid. I understand that I must update my personal and credit information at the Bank's request if my conditions change.				
ACCOUNT(S) where I authorize RefPay.com to deposit my paycheck.				
Bank Name	Routing #	Account #	Account Type	Amount
1 Herring Bank	111324196		<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings	Net Pay

By signing this form below, I hereby agree to the above statements.

BOX 3 – SIGNATURE	
Signature: X	Date:

Notes: _____

When completed, Fax this form to 801-662-0064 Attn: Debit Card Application

RefPay Payroll Card Account Agreement

ACCOUNT TERMS AND CONDITIONS

AGREEMENT - These terms govern the operation of this account unless varied or supplemented in writing. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular. As used in this form, the words "we," "our," or "us" mean Herring Bank and the words "you" or "your" mean the account holder. This account may not be transferred or assigned without our written consent. Much of our relationship with our customers is regulated by state and federal law. Such laws include laws relating to negotiable instruments, the law regulating the methods of transferring property upon death and the rights of surviving spouses and dependents, the law pertaining to estate and other succession taxes, and the law regarding electronic funds transfer. This body of law is too large and complex to be reproduced here. The purpose of this agreement is to (i) summarize the rules applicable to the more common transactions, (ii) establish rules to govern transactions or circumstances which the law does not regulate, and (iii) establish rules for certain events or transactions that the law already regulates but permits variation by agreement. We may permit some variations from this standard agreement, but any such variations must be agreed to in writing.

LIABILITY - You agree to the terms of this account and the schedule of charges that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this agreement. You also agree to be liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

CREDITS - Any items, other than cash, accepted for as a credit to your account will be given provisional credit only until collection is final (and actual credit for credits, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). Subject to any other limitations, interest will not be paid on any balances. We are not responsible for transactions initiated by mail until we actually record them.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Texas Uniform Commercial Code. If you originate a funds transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearinghouse association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional, until final settlement is made through a Federal Reserve Bank, or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - This account has no beneficiary designation. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. Your will may, or may not, control the disposition of funds held in this account. You agree that this account is a Single-Party Account Without P.O.D. This means that you own the account. On your death, ownership of the account passes as a part of your estate under your will or by intestacy.

STOP-PAYMENTS - You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cut-off time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee. Our stop-payment cut-off time is one hour after the opening of the next business day after the business day on which we receive the item.

Additional limitations on our obligation to stop-payment are provided by law. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment.

AMENDMENTS AND TERMINATION - From time to time we may amend any term of this agreement upon giving you reasonable notice in writing or by any other method permitted by law, including, in appropriate circumstances, posting notice in our building. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail.

STATEMENTS - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. If you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items forged or altered by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first made available to you. You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60-day limitation is without regard to whether we exercised ordinary care.

ELECTRONIC TRANSFERS OR DIRECT DEPOSITS - If, in connection with a electronic transfer or direct deposit, we credit or deposit any amount in this account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. You agree that this account is not an IRA or other tax-deferred retirement account. We will not be liable for the dishonor of any electronic transfer, draft, or any other manual transfer, when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

FACSIMILE SIGNATURES - You authorize us, at any time, to charge you for all drafts, manual transfers, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen on page 1 of this agreement, or that are filed separately with us, and contain the required number of signatures for this purpose.

PAYMENT ORDER OF ITEMS - The law permits us to pay items (such as electronic transfers or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them according to the dollar amount. We pay the smallest items first. The order in which items are paid is important if there is not enough money in your account to pay all the items that are presented. Our payment policy minimizes the number of items that may result in an overdraft or NSF fee. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amount of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

SUPPLEMENTAL TERMS FOR YOUR PAYROLL ACCOUNT

YOUR ABILITY TO WITHDRAW FUNDS - This policy statement applies to all deposit accounts. Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash or make purchases.

Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

DETERMINING THE AVAILABILITY OF A DEPOSIT - For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in one of your accounts. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Longer Delays May Apply

Case-By-Case Delays - In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$100 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, after we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard Exception Delays - In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS - If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

SUBSTITUTE CHECKS AND YOUR RIGHTS

As an account holder, you may see substitute checks from time to time, such as when you receive your account statement with copies of your checks, when you view your account information online, or when you request a copy of your original check for proof

of payment. The following substitute check disclosure provides information about substitute checks and your rights. So you will recognize a substitute check when you receive one, we have also included an illustration of the front side of a substitute check along with an explanation of the substitute check's components.

What are substitute checks? To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

YOUR RIGHTS REGARDING SUBSTITUTE CHECKS - In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business day(s) after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar day(s) after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

YOUR RIGHTS IN MAKING A CLAIM FOR A REFUND - If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at Herring Bank, 2001 Civic Circle, Amarillo, TX 79109. Our phone number is (866) 348-3435. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include (i) a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect), (ii) an estimate of the amount of your loss, (iii) an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss, and (iv) a copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the amount of the check and the name of the person to whom you wrote the check.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and financial institution information. This information can be attained by calling our call center at 866.348.3435. You should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include:

- **Preauthorized credits** - You may make arrangements for

certain direct deposits to be accepted into your account.

- **Preauthorized payments** - You may make arrangements to pay certain recurring bills from your account.

Access Card transactions - You may access your account(s) by ATM using your Payroll Card and your personal identification number (PIN) to (a) withdraw cash, (b) transfer funds, (c) get balance information, (d) credit your account, (e) cash a check, or (f) identify yourself for other services. Some of these services may not be available at all terminals, ATMs or locations.

Debit Card point-of-sale transactions - If you have the appropriate privileges, you may access your checking account(s) by payroll card or debit card to (a) purchase goods in person, by phone, or online, (b) pay for services in person, by phone, or online, and (c) get cash from a participating merchant or financial institution.

Internet Banking - You may access your accounts by computer at using your USER NAME AND PASSWORD to (a) transfer funds, (b) get balance information, and (c) get transaction history.

Limits and fees - Please refer to our fee disclosure for information about fees and limitations that may apply to these electronic fund transfers.

ATM Operator/Network Fees - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Limitations on frequency of transfers - In addition to those limitations on transfers elsewhere described, if any, the following limitations apply to your savings, money markets account(s): During any calendar month or statement cycle of at least four weeks, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction. No more than three of the six transfers may be made by check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the financial institution.

Documentation

Terminal transfers - You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.

Preauthorized credits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- the person or company making the deposit will tell you every time they send us the money.
- you can call us at (866)348-3435 to find out whether or not the deposit has been made.

Periodic statements - You will get a monthly account statement from us for your checking account(s).

You will get a quarterly account statement from us for your savings account(s), if the only possible electronic transfers to or from the account are preauthorized credits. You will get a monthly account statement from us for your savings account(s), unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

Preauthorized Payments

Right to stop payment and procedure for doing so - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

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

Liability for failure to stop payment of preauthorized transfer - If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Financial Institution's Liability

Liability for failure to make transfers - If we do not complete a 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 you have an overdraft line and the transfer would go over the credit limit.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the

breakdown when you started the transfer.

- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in our agreement with you.

YOUR PRIVACY

Your privacy is important to us. When you do business with us, you provide important information about yourself. You're asked to provide us with certain personal information that helps us give you better service and complete your transactions more efficiently. It is very important that we safeguard the information you give us. We have developed policies to ensure your records remain confidential. These policies detail the strict standards we have in place.

NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS - This is our privacy notice for our customers. This applies to all of our consumer customers who have a continuing relationship with us, such as your payroll account.

"Nonpublic Personal Information" means information about you that we collect in connection with providing a financial product or service to you. Nonpublic personal information does not include information that is available from records public sources, such as telephone directories or government records. An "Affiliate" is a company we own or control, a company that owns or controls us, or a company that is owned or controlled by the same company that owns or controls us. A "Nonaffiliated Third Party" is a company that is not an Affiliate of ours.

THE INFORMATION THAT WE COLLECT - We collect nonpublic person information about you from the several sources including (a) information we receive from you on applications or other forms, (b) information about your transactions with us, (c) information about your transactions with our Affiliates, (d) information about your transactions with nonaffiliated third parties, and (e) information from a consumer reporting agency.

INFORMATION WE DISCLOSE ABOUT YOU - We do NOT disclose any nonpublic personal information about you to anyone, except as permitted by law.

PARTIES TO WHOM WE DISCLOSE INFORMATION - We may disclose nonpublic personal information about you to nonaffiliated third parties as permitted by law.

INFORMATION WE DISCLOSE TO SERVICE PROVIDERS AND JOINT MARKETERS - We may disclose all of the information we collect as described above to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements as permitted by law.

THE CONFIDENTIALITY OF YOUR NONPUBLIC PERSONAL INFORMATION

- We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

NONPUBLIC PERSONAL INFORMATION AND FORMER CUSTOMERS - We do not disclose nonpublic personal information about former customers, except as permitted by law.

Confidentiality.

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

- where it is necessary for completing transfers
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- in order to comply with government agency or court orders
- if you give us written permission.

Unauthorized Transfers

Consumer liability. (1) Generally, tell us AT ONCE if you believe your card and/or code has been lost or stolen. 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 business days, you can lose no more than \$50 if someone used your card and/or code without your permission. (If you believe your card and/or code has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission.) If you do NOT tell us within two business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could 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 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 period.

(2) Additional Limits on Liability for MasterCard(R) debit card, when used for point-of-sale transactions. You will not be liable for any unauthorized transactions using your MasterCard debit card, when used for point-of-sale transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. 'Unauthorized use' means the use of your debit card by a person,

other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limit on liability does not apply to ATM transactions or to transactions using your personal identification number that are not processed by MASTERCARD.

Contact in event of unauthorized transfer. If you believe that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this disclosure.

Error Resolution Notice

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can, 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 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).
 (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you has an established account with us before the account is opened.

We will tell you the results within three business days after completing our investigation. If we decide 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.

If you have inquiries regarding your account, please contact us at:
 Herring Bank, 2201 Civic Circle, Amarillo, TX 79109
 BUSINESS DAYS: Monday, Tuesday, Wednesday, Thursday and Friday. Holidays are not included. PHONE: (866)348-3435

Notice Of ATM/Night Deposit Facility User Precautions

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

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, 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 account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM 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.
9. 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.

10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. 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.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.

Limits and Fees

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account:

Monthly and Transaction Fees (in dollars)

Account Credits	\$.00
Monthly Account Fee	FREE
Cash Withdrawal via Point of Sale PIN	\$.65
Cash Withdrawal at ATM	\$1.50
Cash Advance on MasterCard	\$3.00
POS Transaction Fee SIG	FREE
POS Transaction Fee PIN	\$.65
Balance Check via ATM	\$1.00
Balance Check via Voice Inquiry	FREE
Balance Check via Internet	\$.00
Monthly Statement via U.S. Mail	\$2.50
Bill Pay via E-Check ACH	\$1.00
Card to card transfer	\$1.50
ATM declines	\$1.00
E-mail Transaction Notification	\$2.50
Savings Account Quarterly Fee	\$2.50
Wire transfers (Outgoing)	\$15.00
Overdraft (each overdraft paid)	\$18.00
NSF ACH Items	\$15.00

Other Fees and Limits

MC Replacement Card or PIN	\$5.95
Card or Account Cancellation Fee	\$3.00
Reset PIN	\$1.00
Daily Dollar Limit	\$2000.00
Daily Point of Sale Dollar Limit	\$2000.00
Hotcard or stolen card fee	\$10.00
Companion Card Monthly Fee	\$3.00