



Amarillo National Bank
PO Box 790, Amarillo, TX 79105
CONSUMER CREDIT CARD AGREEMENT

Notice: Read and retain this copy of your Consumer Credit Card Agreement for future reference.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THIS ARBITRATION PROVISION DOES NOT APPLY TO INDIVIDUALS COVERED BY THE FEDERAL MILITARY LENDING ACT (10 U.S.C. § 987, AND ITS IMPLEMENTING REGULATIONS).

This Consumer Credit Card Agreement, as amended from time to time ("Agreement" or "Credit Card Agreement"), governs your Account. Your Credit Card Account Opening Disclosure Statement and your Application are part of this Agreement. In this Agreement, any plural terms shall be deemed singular and any singular terms shall be deemed plural when context and construction so require.

TERMS USED IN THIS AGREEMENT: Capitalized terms in this Agreement have the following meanings:

"Account" or "Credit Card Account" means your Amarillo National Bank credit card account with us.

"Account Owner" means a person who signs an Application for an Account and is issued an Account.

"Application" means the documents, terms, and disclosures we provide to you to review and complete in order to request an Account and includes the Credit Card Application Disclosure Statement.

"Authorized User" means (i) a person designated in writing by an Account Owner as an authorized user of the Account or (ii) anyone else whom an Account Owner, or authorized user designated in writing, permits to use a Card or the Account whether or not you notify us.

"Average Daily Balance" has the meaning set forth in the section of this Agreement entitled, "How We Calculate Your Balance and Interest Charge on Balances."

"Billing Cycle" means the time interval covered by a periodic statement, as set forth in each periodic statement, which is approximately thirty days.

"Card" means any credit card issued to you, or designated by you, in connection with the Account.

"Credit Card Account Opening Disclosure Statement" means the document regarding the rates, fees, and other terms and disclosures applicable to your Account that we provided you when we opened your Account.

"Credit Card Application Disclosure Statement" means the document regarding the rates, fees, and other terms and disclosures applicable to credit card accounts with us that we provided you with your Application for an Account.

"Credit Limit" has the meaning set forth in the "Credit Limit" section below in this Agreement.

"Daily Periodic Rate" means the annual percentage rate (APR) for the Feature Category divided by 365.

"Feature Category" is a type of balance on your Account, including, but not limited to, the purchases category, balance transfers category, and cash advances category.

"Minimum Payment" has the meaning set forth in the Credit Card Account Opening Disclosure Statement.

"New Balance" has the meaning set forth in the "Promise to Pay" section below in this Agreement.

"Outstanding Balance" is all unpaid transactions (including purchases, cash advances, and balance transfers), interest, fees, and charges posted to your Account at any time during a Billing Cycle.

"Payment Due Date" is the date shown on your periodic statement each Billing Cycle on which the Minimum Payment is due.

"Previous Balance" means the Outstanding Balance on the Account at the beginning of the Billing Cycle.

"We", "our", "us", and "Bank" mean Amarillo National Bank.

"You" and "your" mean each Account Owner and Authorized User.

RECEIPT AND ACCEPTANCE OF AGREEMENT: You acknowledge you have received and reviewed a copy of this Agreement, including your Credit Card Account Opening Disclosure Statement and a copy of your Application. This Agreement is effective, and you expressly accept and agree

to be bound by the terms, conditions, and disclosures of this Agreement, if one of you (i) uses your Card or Account, or (ii) does not cancel your Account within 30 days after receiving your Card.

USING YOUR ACCOUNT: You may use your Account for purchases, cash advances, and balance transfers. You may use your Account only for personal, family, or household purposes. If you permit any person to use your Card or Account, you will be liable for all transactions made by that person. We do not guarantee approval of transactions. We may not authorize a transaction for security or other reasons, such as Account default, suspected fraudulent or unlawful activity, internet gambling, or any indication of increased risk related to the transaction. We will not be liable to you if we decline to authorize a transaction or if anyone refuses your Card or Account number.

EXTENSION OF CREDIT: If your Application is approved, we may, at our discretion, establish an Account in your name and cause one or more Cards to be issued to you or those designated by you. In such event, you authorize us to pay for your Account all items reflecting credit purchases, balance transfers, and cash advances obtained through use of your Card.

JOINT APPLICANT LIABILITY: If this Agreement is executed by more than one person, each of you shall be jointly and individually liable to us for all charges made to the Account, including applicable interest, fees, charges, and costs due to us pursuant to this Agreement or applicable law. In addition, you agree that each of you designates the other as agent for the purpose of use of your Card and each use of your Card shall be an extension of credit to all. Notice to one of you shall constitute notice to all. Any joint cardholder may remove him/herself from responsibility for future purchases at any time by notifying us in writing after we have had a reasonable time to process the request. However, removal from the Account does not release you from any liability already incurred and we may change the terms of the Account, including, but not limited to, lower the Credit Limit.

AUTHORIZED USERS: You are responsible for any use of your Account by anyone that you permit to use it, and you will be liable for all credit extended to such persons. An Authorized User can use the Account to the same extent as an Account Owner, including, but not limited to, making purchases, balance transfers, cash advances, and allowing others to use the Account. Authorized Users of this Account may have the same access to information about the Account and its users as the Account Owner. If you request in writing, we may issue Cards that access your Account to your Authorized Users. We will terminate an Authorized User's Card and other credentials if you notify us in writing after we have had a reasonable time to process the request. If you terminate an Authorized User, we may close your Account and open a new account with a different account number. We may send Account materials (Cards, periodic statements and notices) to any Account Owner, and that person will be responsible for delivering those materials to the other Account Owners and Authorized Users. Notice to any of you will be considered notice to all of you. If someone else is authorized to use your Card and you want to end that person's privilege, you must notify us in writing, and if he or she has a Card, you must return the Card to us with your written notice for the notice to be effective.

PURCHASES: You may use your Account to make purchases by presenting your Card or providing your Account number and additional information (for example, in online or telephone transactions) to participating merchants and establishments that honor the Card or Account.

BALANCE TRANSFERS: Subject to your available credit, you may request in writing a transfer of the balances of your credit accounts with others to your Account. If you request a balance transfer to be made, you should not rely on a balance transfer to be made by any particular date. Although most balance transfers will be made sooner, it could take up to six (6) weeks before payment is credited to your other account. Balance transfers may not exceed your available credit. Balance transfers will be processed from the lowest to the highest dollar amount. If a balance transfer is more than your available Credit Limit, we will automatically lower the balance transfer amount to your available credit and complete the transfer. We will not close your other accounts, even if you transfer the entire balance. If you want to close your other accounts, you should contact the issuer of those other accounts directly. Transfer of a balance that contains disputed purchases or other charges may cause you to lose any dispute rights you may have with regard to those purchases or other charges.

CREDIT LIMIT: The credit limit on your Account is disclosed on each periodic statement (the "Credit Limit") (your initial Credit Limit appears on the folder containing the Card). You agree not to use or allow anyone else to use the Card or your Account in any way that would cause the Outstanding Balance to exceed your Credit Limit. You are liable for the Outstanding Balance even if it exceeds your Credit Limit. Once any transaction or fee causes the Outstanding Balance to exceed your Credit Limit, we may, without notice to you, prohibit you from conducting any transactions until the Outstanding Balance is paid down below your Credit Limit, request immediate payment of the amount by which you exceed your Credit Limit, and treat that amount as due in addition to the Minimum Payment on your next Payment Due Date. We may increase or decrease your Credit Limit at any time. In addition, you may request a change in your Credit Limit by calling us at 1-806-392-9048 or by speaking directly with a lending officer at any walk-in branch location.

THE CARD: For your protection, the back of the Card contains a signature panel which should be signed immediately upon receipt and before the Card is used. The Card is our property and must be returned to us if we request. Also, we can at any time and without cause and without notice revoke the right to use the Card. If a merchant or financial institution where the Card is attempted to be used asks for the surrender of the Card, it must be immediately surrendered. The Card will not be valid after the expiration date printed on the front of the Card and it must not be used after that date. We will continue to issue renewal or replacement cards, subject to applicable fees, until we revoke the right to use the Card or until your Card or Account is closed.

PROMISE TO PAY: You promise to pay us in U.S. dollars for (a) all transactions (including purchases, cash advances, and balance transfers) made by you or anyone whom you authorize to use the Card or Account, whether or not you notify us such person will be using it; (b) interest charges and other charges or fees; (c) collection costs and attorney's fees as permitted by applicable law, and any costs incurred in the recovery of the Card; and (d) credit in excess of your Credit Limit that we may extend to you. At the end of each Billing Cycle for which you have an Outstanding Balance on

your Account, you will be furnished with a periodic statement showing (i) the "Previous Balance" (the Outstanding Balance on the Account at the beginning of the Billing Cycle), (ii) the amount of all transactions (including purchases, cash advances, and balance transfers), interest charges and other charges or fees posted to your Account during the Billing Cycle, (iii) the amount of all payments and credits posted to your Account during the Billing Cycle, and (iv) the "New Balance" which is the sum of (i) and (ii) minus (iii).

You agree to pay on or before the Payment Due Date shown on the periodic statement the Minimum Payment shown on the periodic statement. You may make extra payments in advance of the Payment Due Date without a penalty, and you may repay any funds advanced, credit extended, or amount outstanding at any time without a penalty for early payment. Regardless of the amount of any extra payment during a given Billing Cycle, the Minimum Payment shown on your periodic statement for each Billing Cycle is due by the Payment Due Date.

INTEREST CHARGES: You will pay the interest charges and fees disclosed in the Credit Card Account Opening Disclosure Statement. Periodic interest charges for cash advances and balance transfers begin to accrue on the date of the transaction. You will not be charged periodic interest charges for purchases if you pay the New Balance in full by the Payment Due Date shown on your periodic statement. If you do not pay the New Balance in full by the Payment Due Date, you will be charged periodic interest on purchases from the date the purchase is made.

HOW WE CALCULATE YOUR BALANCE AND INTEREST CHARGE ON BALANCES: We use a method called "average daily balance (including new transactions)." We figure the periodic interest charge for each Billing Cycle by applying a Daily Periodic Rate to the Average Daily Balance for each Feature Category and adding together all the Average Daily Balances for all the days in the Billing Cycle. Feature Categories include purchases, balance transfers, cash advances and promotional balances. These calculations may combine different Feature Categories with the same Daily Periodic Rates. The Average Daily Balance for each Feature Category is arrived at by (i) taking the balance of such Feature Category at the beginning of each day, and at the end of the day adding any new transactions to the balance and subtracting unpaid interest charges and other charges or fees and any payments or credits (the "daily balance"), (ii) adding together the daily balances, and (iii) dividing the daily balances by the number of days in the Billing Cycle. The Daily Periodic Rate is the annual percentage rate (APR) for the Feature Category divided by 365. The periodic interest charge for each Feature Category is determined by multiplying the Average Daily Balance by the Daily Periodic Rate, and multiplying the result by the number of days in the Billing Cycle.

CASH ADVANCE FEE: We will charge you a cash advance fee each time you take out a cash advance.

LATE PAYMENT FEE: The late payment fee will be in an amount that is the lesser of \$15.00 or 5% of the Minimum Payment due shown on your periodic statement. We will charge you a late payment fee if your Minimum Payment continues unpaid for 10 days after the Payment Due Date.

RETURNED CHECK FEE: We may charge you a returned check fee each time your financial institution for any reason rejects a payment you make to us by check. We may charge you this fee the first time any payment is returned unpaid, even if it is paid upon resubmission. The returned check fee will be \$25.00 for each returned check.

FOREIGN TRANSACTIONS: You may be able to use your Card or Account to make purchases or receive cash advances in a currency other than U.S. dollars. Visa purchases and cash advances made in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by VISA International. Visa conversion will be at a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. Conversion to U.S. dollars may occur on a date other than the date of the transaction or date of posting to your Account. Therefore, the conversion rate may be different from the rate in effect at the time of the transaction or posting. You agree to pay the converted amount. In the case of returned or exchanged merchandise that was purchased in a foreign currency, the conversion rate is separately determined again when Visa processes the return.

IMPORTANT NOTICE REGARDING CHANGES IN TERMS. We reserve the right to unilaterally change the annual percentage rates (APRs), fees, costs, and other terms at any time for any reason, unless prohibited by law. We will give you notice of any changes as required by law. For any change for which we give you notice, the notice of the change may, unless otherwise required by law, (1) describe the change, (2) include a copy of the relevant document as amended, or (3) include a link or otherwise refer you to a website where you may access the relevant document, as amended. The change will be effective on the date specified in the notice, and you are bound by that change if you continue to use your Card or Account after that date. You understand that your variable APRs are subject to change without prior notice as the Prime Rate goes up or down. APRs are not guaranteed and they may change to higher APRs.

PAYMENT INSTRUCTIONS: You may make your payment by following the instructions on your periodic statement for payments by mail, delivering your payment in person to one of our branches, providing us a written authorization for automatic recurring payments from your bank account, or making a one-time electronic payment by phone by calling us at 1-806-392-9048 or going online to our website. You must pay in U.S. dollars. You may not send cash through the mail. We do not charge for payments made by standard mail service or other standard payment methods that we accept. If we charge a fee for any expedited payment service we offer, that fee will be disclosed to you at the time you request the service. We can accept late payments or partial payments, or checks or money orders marked "Payment in full" without losing any of our rights under this Agreement.

CREDITING OF PAYMENTS: All payments made on your Account at the address designated for payment on the periodic statement or by way of any other approved payment methods generally will be credited to your Account on the date of receipt. If the date of receipt for a mailed payment is not a business day, the payment may not be credited until the first business day following receipt. Payments received on a business day in person by one of our branch employees before the branch closes will receive same-day credit. Payments received on a business day in person by one of our branch employees after the branch closes or on a weekend or holiday, will receive credit on the next business day. If payment is made at any

location or in any manner other than at the address designated on the periodic statement or any other standard payment method we accept, credit for such payment may be delayed up to 5 days.

APPLICATION OF PAYMENTS: All payments on your Account will be applied first to collections costs, then to any interest charge and other fees due, and then to the unpaid principal balance. If your payments exceed the Minimum Payment due shown on your periodic statement, we will apply the excess amount first to the balances subject to the highest annual percentage rate (APR). This will result in balances with higher APRs being paid before any other existing balances. Interest paid or agreed to be paid shall not exceed the maximum amount permissible under applicable law, and in any contingency whatsoever, if we shall receive anything of value deemed interest under applicable law which would exceed the maximum amount of interest permissible under applicable law, the excessive interest shall be applied to the reduction of the unpaid principal amount or refunded to you.

LIABILITY FOR UNAUTHORIZED USE: You must notify us orally or in writing at Amarillo National Bank, Attn: Credit Card Department, P.O. Box 1, Amarillo, TX, 79105, telephone number 1-806-392-9048 or 1-855-207-7134 of the loss, theft, or possible unauthorized use of your Card or Account. "Unauthorized use" means the use of your Card or Account 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. You agree to assist us in our investigation of the matter. Your assistance includes giving us documents in a form we request. If we find that you are not responsible for any charges using your Card or Account that occur before you notify us, you will not be held liable for such unauthorized use of your Card or Account in excess of \$50. You will not be liable for any unauthorized use of your Card or Account that occurs after you notify us (or our designee).

The paragraph above reflects the limits of your liability under federal law and regulations. In general, however, under the Visa rules, you will have no liability for unauthorized transactions unless you have been fraudulent or negligent in handling your Card or Account. If we reasonably determine, based on substantial evidence, that you were fraudulent or negligent in the handling of your Card or Account, you may be liable for those transactions that occurred prior to your notification as provided under federal law and regulations and as outlined in the paragraph above. If any Visa rules are changed as they affect your liability, those changes will become applicable to your transactions under this Agreement upon notice to you as provided by law.

DIGITAL WALLETS: You can add your Card to a digital wallet by following the instructions of the digital wallet. The digital wallet may not be accepted in all places where your Card is accepted. We may suspend or terminate the ability for you to add your Card to, or use your Card with, a digital wallet at any time. You should contact the digital wallet provider to remove your Card from the digital wallet. You are solely responsible for maintaining the security of your digital wallet credentials (including user identification, password or other access credentials). If you share these credentials with any other person, you expressly authorize that person to have access to your personal information, to access your Card and Account with us and to initiate charges to your Card and Account with us by using the digital wallet service. We currently do not impose a fee for using your Card with a digital wallet, but we reserve the right to impose a fee in the future. Please note that a digital wallet provider or another third party enabling or associated with your use of a digital wallet may charge a fee for using your Card with such digital wallet service. We are not a provider of any digital wallet service that you may choose to use, and we are not responsible for providing the digital wallet service to you. You agree that we may exchange your information with your digital wallet provider, Visa, and others in order to enable your use of a digital wallet service, make information available to you about your Card transactions, and improve our ability to offer our Services in connection with a digital wallet service. We do not control how digital wallet providers or other third parties use the information received in connection with digital wallet services, and the use of such information is governed by such party's privacy policy.

REWARDS: If a rewards program applies to your Account, we will separately provide you the complete rules regarding the rewards program. If applicable, a rewards program allows you to earn points for purchases made on your Card. You will earn point(s) for each dollar of net purchases charged to your Account for applicable purchase categories. The dollar amount of net purchases that may earn points may be limited for a particular time period, for example annually. You will not earn points on any purchase amount that is refunded. The amount of points you may earn in a particular purchase category, or across all purchase categories, may be limited in amount for a particular time period, for example annually. Purchase categories may exclude certain merchants or types of merchants, or merchants that classify themselves by a different merchant code. Merchants are assigned a merchant category code ("MCC"), which is determined in accordance with Visa procedures based on the kinds of products and services the merchants primarily sell. We do not control the assignment of these codes and are not responsible for the codes used by merchants. When you use your Card to make a purchase, we're provided an MCC for that purchase. We group similar merchant codes into categories for purposes of making rewards offers. Sometimes you may expect a purchase to fit within a purchase category, but if the code assigned to the merchant wasn't grouped into that category, as recognized by us, your purchase will not qualify for rewards. For example, you won't earn points for gas station purchases if the merchant is not assigned a gas station-related code. Purchases made through mobile/wireless technology, such as a digital wallet, may not earn points depending on how the technology is set up to process the purchase. We reserve the exclusive right to determine which purchases qualify for points. Points will be earned only if the Account is in good standing (not in default as defined in this Agreement). Points are not earned on cash advances or balance transfers. Points can be redeemed for travel, gift cards, cash, or as otherwise provided by us. Any points you have earned will become available as provided by us. You may redeem points for cash or credit to your Account or as otherwise provided by us. We have the right to terminate the rewards program after 30 days' notice to you by us in any manner permitted by this Agreement or as otherwise required by law. You will have 90 days from the termination date to redeem your points or as otherwise required by law. We may change the rewards program at any time, and if required by law, we will provide notice to you.

DEFAULT: You will be in default: (1) if you fail to make any required payment on time, or your payment is returned, rejected, not paid, or cannot be processed; (2) if you exceed your authorized Credit Limit; (3) if you fail to keep any promises you have made under this or any other agreement with us; (4) if you become insolvent or are the subject of an order of relief under Title 11 of the U.S. Code (Bankruptcy); (5) if you die; (6) if anyone tries,

by legal process, to take any of your money maintained with us; (7) if you have given us false or misleading information in obtaining your Card or Account or in connection with any credit update; (8) if we reasonably believe that you are unable or unwilling to repay your obligations to us; or (9) if you use your Card or Account for any illegal transaction.

CONSEQUENCES OF DEFAULT: If you are in default, we may, without prior notice to you (unless prohibited by applicable law), take any or all of the following actions: (1) accelerate your Outstanding Balance and call any amounts you still owe immediately due and payable plus all applicable fees and interest charges, which shall continue to accrue until the entire amount is paid in full; (2) close or suspend your Card(s) or Account; (3) lower your Credit Limit; (4) pursue any legal action against you permitted by law; or (5) take other action permitted by any of our other agreements with you. You expressly waive any right to notice or demand, including but not limited to, demand upon default, notice of intention to accelerate, and notice of acceleration, unless prohibited by law.

TERMINATION: You may terminate this Agreement, by written notice, as to future advances at any time. We can terminate this Agreement at any time subject to such notice as may be required by applicable law. Termination by either party shall not affect your obligation to repay any payments made for your Account resulting from use of the Card or Account as well as interest charges and other related charges.

RECEIPT OF AND AGREEMENT TO TERMS AND CONDITIONS OF AGREEMENT: By using the Card, you agree to all the terms and conditions and promise to perform all the obligations, requirements, and duties contained in this Agreement, and you acknowledge receipt of a copy of this Agreement.

CONSENT TO CONTACT YOU: You agree that we (and our affiliates, agents, assignees, and service providers) may contact you for all purposes (including collection purposes) using all media, including voice, text messaging, and email, and all contact information you provide to us, including any cell phone telephone number and email address you provide to us. You agree that we (and our affiliates, agents, assignees, and service providers) may use automated equipment to dial your telephone number or to deliver messages to you. You may limit this consent based on the options we may provide by calling us at 1-806-392-9048. Any charges for contacting you that may be billed to you by your communications carrier are your responsibility. You agree that we (and our affiliates, agents, assignees, and service providers) may monitor and record any telephone calls to assure the quality of our service or for other business reasons, and that you will advise us if your contact information changes.

YOUR CONTACT INFORMATION: We will send you any periodic statement, notice, disclosures, billing statement, agreement, confirmation, changes in terms, or other information, including any information we are required by law to provide to you in writing (collectively for purpose of this paragraph, "notices") related to the Account by (1) mailing such notices to the address shown on the Application or to the most recent address we have on file for you (2) or using any other method, including electronic, to which you and we have agreed. You agree to promptly notify us in writing of any changes to your address or any other contact information.

PRIVACY POLICY: We provide you our Privacy Policy when you open your Account and as otherwise required by applicable law. Contact us at CREDITCARDS@ANB.COM or 1-806-392-9048 if you would like a copy. Please read it carefully. It summarizes: (1) The personal information we collect; (2) How we safeguard its confidentiality and security; (3) When it may be shared with others; and (4) How you can limit our sharing of this information.

AUTOMATIC UPDATES WITH THIRD PARTIES: You may set up automatic billing, or store your Card information, with a merchant or other third party. If your Card information changes, which may include billing address, you authorize us to provide this updated information to any such merchant or other third party at our discretion. You must contact the merchant or other third party directly, or remove your Card information from the merchant site or third party, if you wish to stop such automatic billing or updates with third parties.

CREDIT INVESTIGATION: You authorize us to investigate your credit, income, and employment history, to verify your credit references, and to request and use credit reports (including consumer reports) about you. By applying for this Account you authorize us to obtain credit reports about you (i) for purposes of processing your Application and (ii) thereafter from time to time at our discretion to review, update, renew, or collect your Account. If you request, you will be informed of whether or not a credit report was requested and of the name and address of the credit bureau that furnished the report. You acknowledge that you have provided us your name, address, and social security number to obtain such credit reports.

NEGATIVE FURNISHING NOTICE: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. If you believe that the information we reported is inaccurate or incomplete, please contact us at CREDITCARDS@ANB.COM or 1-806-392-9048. Please include your name, address, phone number and Account number.

ILLEGAL TRANSACTIONS: You may not use your Card or Account for any illegal transaction. You agree that we may decline to process any transaction that we believe in good faith to be for an illegal purpose. You agree that we will not be liable for declining to process any such transaction. If we do process any transaction that ultimately is determined to have been for an illegal purpose, you agree that you will remain liable to us under this Agreement for any such transaction notwithstanding its illegal nature. You agree that any illegal use of the Card or Account will be deemed an act of default under this Agreement. You further agree to waive any right to take legal action against us for your illegal use of the Card or Account and to indemnify and hold us and VISA International, Inc. harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

COLLECTION CHARGES: In the event we refer your Account to an attorney who is not our salaried employee, you agree to pay all charges and expenses, including court costs, reasonable attorney's fees, and litigation expenses, except to the extent prohibited by applicable law.

APPLICABLE LAW: No matter where you live, this Agreement and your Account are governed by the laws of the United States and, to the extent not preempted by federal law, the State of Texas. We extend credit to you from Texas regardless of where you live or use your Account. Subject to the Arbitration Provision below, any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties only in the state or federal courts of Texas, and each of the parties hereto consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

ADDITIONAL PROVISIONS: Except as otherwise provided in the Arbitration Provision, if any part of this Agreement is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. We do not warrant any merchandise or services purchased by you with the Card. All purchases and cash advances are extended at the option of the merchant or cash-advancing financial institution and we are not responsible for the refusal of any merchant or financial institution to honor your Card. The Card remains our property at all times and you agree to immediately surrender the Card upon demand. Except to the extent prohibited by law, you agree to pay all reasonable costs of collection, including courts costs and attorney's fees, and any costs incurred in the recovery of the Card. We can also waive or delay enforcing any of our rights under this Agreement without losing our right to enforce them in the future. You expressly waive presentment for payment, demand, protest, and notice of protest and dishonor of same. You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment. You may not transfer or assign your Account or this Agreement to any other person. We may assign or transfer your Account, your Account balance, or this Agreement to another person. This Agreement is binding on your heirs and legal representatives.

You acknowledge that we may provide personal data concerning you to VISA U.S.A., its Members, or their respective contractors for the purpose of providing you with VISA Emergency Cash and Emergency Card Replacement Service, and you consent to the release of your information for these purposes.

ARBITRATION PROVISION: This Arbitration Provision contains a class action waiver and a jury trial waiver. READ IT CAREFULLY. This Arbitration Provision does not apply to individuals covered by the federal Military Lending Act (10 U.S.C. § 987, and its implementing regulations).

(A) **ARBITRATION PROVISION.** YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION PROVISION AS SET FORTH BELOW. If you do not reject this arbitration provision, for a Covered Claim subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the Covered Claim; (2) engage in discovery to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Covered Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

(B) **Covered Claims Subject to Arbitration.** A "Covered Claim" subject to arbitration is any claim, dispute or controversy between you and us (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present or future, which arises out of or relates to the Account, this Agreement or any transaction conducted with us in connection with the Account or this Agreement. "Covered Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and includes claims for money damages and injunctive or declaratory relief. Upon the demand of you or us, Covered Claim(s) will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this arbitration provision.

(C) **Special Definition of "We," "Us" and "Our."** Solely for purposes of this arbitration provision, the terms "we," "us" and "our," in addition to the meanings set forth in this Agreement, also refer to Amarillo National Bank's employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, successors and assigns. "We," "us" and "our" also apply to third parties if you assert a Covered Claim against such third parties in connection with a Covered Claim you assert against us.

(D) **Excluded Claim or Proceeding.** Notwithstanding the foregoing, "Covered Claim" does not include any dispute or controversy about the validity, enforceability, coverage or scope of this arbitration provision or any part thereof (including, without limitation, the Class Action Waiver set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of this Agreement as a whole is for the arbitrator, not a court, to decide. In addition, the following claims or proceedings will not be subject to this arbitration provision: (1) any individual action brought by you or us in the State of Texas' equivalent to small claims court, unless such action is transferred, removed, or appealed to a different court; (2) the right or obligation to interplead funds in the event of a dispute, (3) the obligation to comply with legal process, (4) the right to obtain provisional remedies such as injunctive relief, seizure, attachment or garnishment by a court having appropriate jurisdiction, or (5) recoupment, repossession, trustee's sales and the like. The institution and/or maintenance of any such right, action or litigation shall not constitute a waiver of the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this arbitration provision.

(E) **Federal Arbitration Act.** Notwithstanding any choice of law or other provision in this Agreement, the parties agree and acknowledge that this Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of the State of Texas shall apply.

(F) **Class Action Waiver.** Notwithstanding any other provision of this Agreement, if either you or we elect to arbitrate a Covered Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Covered Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision. The parties to this Agreement acknowledge that the Class

Action Waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from this arbitration provision. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

(G) **Arbitration Procedures.** If you or we elect to arbitrate a claim, the electing party must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, your notice must be sent to Amarillo National Bank, Attn: Credit Card Department, P.O. Box 1, Amarillo, TX 79105 and our notice must be sent to the most recent address for you in our files. Any arbitration hearing that you attend must take place in a venue reasonably convenient to you. If a party files a lawsuit in court asserting Covered Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Covered Claim(s) to select an arbitration administrator in accordance with the paragraph below and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

The arbitration will be administered by the American Arbitration Association ("AAA"). The rules and forms of the AAA may be obtained at www.adr.org. If the AAA is unable or unwilling to serve as administrator, the parties may agree upon another administrator or, if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this arbitration provision. In the event of a conflict between the provisions of this arbitration provision and any applicable rules of the AAA or other administrator used, the provisions of this arbitration provision shall control.

A single arbitrator will be appointed by the administrator and must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, nor by state or local laws that relate to arbitration proceedings. The arbitrator will honor statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator will follow the substantive law of the State of Texas, consistent with the FAA, that would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies permitted by applicable law. We will pay all fees charged by the arbitration administrator for any Covered Claim(s) asserted by you in the arbitration.

The arbitrator will have the authority to award attorneys and expert witness fees and costs to the extent permitted by either this Agreement, the administrator's rules or applicable law. The arbitrator shall award you your reasonable attorneys' and expert witness fees and costs (a) if and to the extent you prevail on Covered Claim(s) you assert against us in an arbitration commenced by you, or (b) to the extent required under applicable law for this arbitration provision to be enforced. The arbitrator shall write a brief explanation of the grounds for the decision. A judgment on the award may be entered by any court having jurisdiction.

(H) **Severability and Survival.** If any part of this arbitration provision, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. This arbitration provision shall survive the closing of your Account and the termination of any relationship between us, including the termination of this Agreement.

(I) **Effect of Arbitration Award.** The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the amount of the Covered Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this arbitration provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The Costs of such an appeal will be borne in accordance with the above paragraph titled "Arbitration Procedures." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

(J) **Notice and Cure.** Prior to initiating a Covered Claim, you must give us a written Notice describing the basis of your Covered Claim and the amount you would accept in resolution of the Covered Claim, and a reasonable opportunity, not less than thirty (30) days, to resolve the Covered Claim. Such a Notice must be sent to us by certified mail, return receipt requested, at Amarillo National Bank, Attn: Credit Card Department, P.O. Box 1, Amarillo, TX 79105. This is the sole and only method by which you can submit a Notice.

(K) **Right to Reject Arbitration Provision.** You may reject this arbitration provision and therefore not be required to resolve any claim, dispute or controversy by arbitration. To reject this arbitration provision, you must send us written notice of your decision so that we receive it at the address listed below within forty-five (45) days of the effective date of this Agreement. Such notice must include a statement that you wish to reject the arbitration provision section of this Agreement along with your name, address, Account number and your signature and must be mailed to the Amarillo National Bank, Attn: Credit Card Department, P.O. Box 1, Amarillo, TX 79105 This is the sole and only method by which you can reject this arbitration provision. Rejection of this arbitration provision will not affect any remaining terms of this Agreement and will not result in any adverse consequence to you or your Account. You agree that our business records will be final and conclusive with respect to whether you rejected this arbitration provision in a timely and proper fashion. This arbitration provision will apply to you and us and to your Account unless you reject it by providing proper and timely notice as stated herein.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What to Do if You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

Amarillo National Bank
PO Box 1
Amarillo, TX 79105
You may also contact us by email at CREDITCARDS@ANB.COM

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your statement, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing* or by email at CREDITCARD@ANB.COM. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe your statement is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your Credit Limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your statement is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your statement. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights if You Are Dissatisfied with Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the good or service.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* or electronically:

Amarillo National Bank
PO Box 1
Amarillo, TX 79105
You may also contact us by email at CREDITCARDS@ANB.COM

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

CUSTOMER SERVICE: 1-806-392-9048 or 1-855-207-7134 – 24 hours a day/7 days a week. (Please have Account information available.)