



AMBANK ON-LINE SERVICES AGREEMENT

The first time you access your accounts through Online Banking or Cash Management, you agree to be bound by the terms and conditions of this Agreement ("Agreement") and acknowledge its receipt and your understanding of its terms.

Introduction

This Agreement explains the terms and conditions for accessing accounts and conducting transactions at AmBank ("AmBank", "we", "us" and "our") via our on-line Online Banking site(s) ("Online Banking") or Cash Management site(s) "Cash Management"). As used in this Agreement, the terms "you" and "your" refer to each person signing an Online Banking Application or Cash Management Application

Benefits of Online Banking

Online Banking and Cash Management offer you the ability to manage your eligible accounts from anywhere on a personal computer. The following on-line financial services are available: available account balances, current balances and transaction history. (The current balances and transaction history only reflect activity through the close of the previous banking day.) You will also have the ability to do the following: transfer money between eligible accounts, and transfer money to pay AmBank for overdraft protection. The number of transfers you can make from an account is limited as described in the applicable account agreement. (If a hold should be placed on any funds deposited in an eligible account, you may not transfer that portion of funds being held until that hold expires.

Payment capability exists for the following AmBank loans: consumer loans, home equity loans or other specified eligible loans.

You will have the ability to pay bills to any merchant, financial institution or individual with a U.S. address through the Bill Pay service for a monthly fee.

Cash Management allows our business customers the option of direct deposit for payroll purposes and/or the initiation of direct debits to customer accounts for bill payment purposes.

AmBank may, from time to time, introduce new On-line Financial Services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

Security & Protecting Your Account

We are strongly committed to protecting the security and confidentiality of our customer accounts information. We use several techniques to help secure our Online Banking and Cash Management service, including the following:

- You can only access AmBank with certain browsers that have a high security standard.
- Your account numbers are never displayed in full - only the last 4 digits can be viewed.
- You must have a valid Online Banking User ID and password to logon.
- If no action is taken for 10 minutes, you will be automatically logged off the Online Banking service.

To protect your account, it is your responsibility to:

- Never leave your PC unattended while logged in on AmBank's Online Banking service.
- Always exit the system by clicking on EXIT after using AmBank's Online Banking service.
- Never leave your account information displayed in an area accessible to others.

Requirements

To access On-line Financial Services you must have Windows: IE. 4.01 SP1 and 5.0, Netscape Navigator 4.08, and Netscape Communicator 4.7 or compatible web browser and 128 bit data encryption.

In addition to compatible software, Online Banking users must have an Online Banking User ID, a password and maintain one or more of the following eligible accounts at AmBank:

- Direct Checking
- Basic Checking
- Regular Checking
- Senior Checking
- Money Market Account
- NOW Account
- ETA Account (Bill Pay not available with this type of account)
- Savings Account (Bill Pay not available with this type of account)

Cash Management users must have a Cash Management user ID, a password and maintain one or more of the following eligible accounts:

- Business Checking Account
- Business NOW Account

Accessibility

You can usually access On-line Financial Services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of Online Banking, Cash Management, or On-line Financial Services may not be available due to system maintenance or reasons beyond AmBank's control. AmBank does not warrant that Online Banking, Cash Management, or On-line Financial Services will be available at all times. When unavailable, you may use an automated teller machine ("ATM") or call our call office to conduct your transactions. An On-line Financial Service transaction initiated prior to 3PM (Mountain Standard Time) on a banking day is posted to your account the same day. All transfers completed after 3 PM (Mountain Standard Time), or on a non-banking day, will be posted the following banking day.

Accessing the Service

To sign up for Online Banking, AmBank requires all users to complete an Online Banking Enrollment Form online and sign our Online Banking Agreement in person or submit one via fax. AmBank's Online Banking Enrollment Form purges after seven (7) business days. The Enrollment form will require you to enter your personal profile information as well as create a personal user ID and password. For security purposes, you will also need to answer two verification questions. Upon completing the AmBank Online Banking Enrollment Form and signing the Online Banking Agreement, AmBank will review your request and process your application within one (1) business day.

To sign up for Cash Management, AmBank requests all business account owners sign up in person at AmBank. A separate Cash management Customer Agreement and ODFI Origination Agreement is required for Consumer Payments between the Customer and AmBank. These agreements shall govern the acceptance and liability for all Cash Management transactions originated by the Customer.

Each time you attempt to access the Online Banking or Cash Management, you will be asked to enter your User ID and Password. The correct information will give you access to the Service.

Passmark

Passmark is a dual security feature which AmBank provides as an additional security measure for you and your account(s). When you sign in for the first time, you will be prompted to select an image you would like to use for your Passmark Image. (This image should appear on your screen every time that you are logging in to your account. If your selected image does not appear on your screen DO NOT continue to sign on to your account.) Once an image is selected, you will then be prompted to select a personal caption which will always appear below your selected image. In addition to the picture and caption selection, you will then be required to select four out of five security questions. You will be prompted to answer one of these individualized questions when attempting to sign on to your personal computer for the first time. Once your personal computer is registered, you should not have to answer a security question on that personal computer. You will be prompted to answer a security question each time you attempt to sign on to a non-registered computer. A non-registered computer would generally be any other computer you use. A non-registered computer will ask if you want to register that computer or not. AmBank suggests that you refrain from registering any computer other than one for your own personal use.

Password

Your password will give you access to AmBank accounts via Online Banking or Cash Management. For security purposes, it is recommended that you memorize your password and do not write it down. You will be prompted to change your password regularly to try and avoid misappropriation by a third party. Your password can be changed at our Online Banking or Cash Management site. You are responsible for keeping your password and account data confidential. When you give someone your password, you are authorizing that person to use Online Banking, Cash Management, and On-line Financial Services. You are responsible for all transactions performed using your password, even if you did not intend or authorize them. In addition, fraudulent transactions initiated using your password will be charged against your account(s). If you suspect that your User ID or password has become known to any unauthorized person, you are to notify AmBank immediately at (575) 534-0550 or (800) 440-8751.

Unauthorized Transactions

You should notify us immediately if you believe anyone has improperly obtained your password or if you suspect any fraudulent activity in your account(s). If your password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than \$50. If you do not tell us within the two (2) business day period, you could lose as much as \$500 if we could have stopped the use of your accounts had we received notice in a timely manner. You

should contact us as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days). If you fail to notify us within the sixty (60) day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you report a problem or discrepancy, please: (i) tell us your name and account number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; (iii) tell us the dollar amount of any suspected error; and (iv) for a bill payment, tell us the number of the account used to pay the bill, the applicable payee name and account number, the date the payment was sent, the payment amount and the payment reference number. Generally speaking, we will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, after we hear from you. However, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to not credit your account. If we confirm an error, we will correct your account record within ten (10) business days, or twenty (20) business days in the case of point of sale or international transaction. If we determine that there was no error, we will send you a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.

Responsibility

Neither AmBank nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibit withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Online Banking, Cash Management, or On-line Financial Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Online Banking, Cash Management, or On-line Financial Services; (ix) you knew that Online Banking, Cash Management, and/or the On-line Financial Services were not operating properly at the time you initiated the transaction or payment; (x) there is postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

Bill Pay

The Customer acknowledges that the Bill Pay feature of the Service is an alternate entry system for issuing bill payment requests between the Customer and AmBank. The Bill Pay feature is either accepted or declined once the Customer is signed on to either Online Banking or Cash Management under the Bill Pay tab. A separate Bill Pay Agreement between the Customer and AmBank is required. If the Customer elects to accept the Bill Pay feature, the Customer accepts and agrees to the terms and conditions of the Bill Pay Agreement. This Bill Pay Agreement shall govern the acceptance and liability for all Bill Pay transactions originated by the Customer.

Fees and Charges

There is currently no charge for the use of Online Banking or Cash Management described in this Agreement. However, there will be a fee for bill payment services. Please refer to fees under Bill Payment Services.

Electronic Mail (E-mail)

Sending E-mail is an adequate way to communicate with AmBank regarding your accounts or the On-line Financial Services. However, your e-mail is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail to AmBank. Online Banking and Cash Management provide a secure manner of Communication through use of our Message Center. The Message Center allows you to transfer confidential and personal financial data through use of a secure server. The use of e-mail or the message center is limited to communication only and therefore, does not allow conducting transactions. All such transactions must be initiated using the appropriate functions within the Online Banking or Cash Management site. AmBank will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

Restrictions

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual

property rights of any person or entity while using the Online Banking, Cash Management, or On-line Financial Services. You may not gain, or attempt to gain, access to any Online Banking, Cash Management and/or On-line Financial Service server, network or data not specifically permitted to you by AmBank or its suppliers, and you must not include any obscene, libelous, scandalous, or defamatory content in any communications with AmBank or its suppliers.

Disclosure of Information

AmBank Privacy Policy

The directors, management, and staff of AmBank are concerned about and respect the privacy of our customers' personal financial information. We understand that our customers furnish sensitive information to the bank in the course of daily business, and the bank is committed to treating such information responsibly. We know that our customers expect privacy and security for their personal and financial affairs.

The bank will take all the necessary steps to safeguard sensitive information that has been entrusted to us by our customers. The following privacy policy and disclosure outlines our bank's practice regarding personally identifiable financial information for consumers and those consumers who become our customers.

Due to the rapid changes occurring in the financial services industry, we reserve the right to revise our privacy policy as necessary. If and when amendments are made to this policy, we will send you the new policy within one year.

TYPES OF INFORMATION THE BANK COLLECTS

At AmBank we collect nonpublic personal information from many sources. The bank collects nonpublic personal information directly from consumers on various applications and forms, for example, loan applications, debit card applications, and requests for information about accounts or products and services.

The bank also collects information as a result of transactions between the bank and our customers and as a result of providing a product or service to our customers. This includes transaction information from checks, debit cards, automated teller machine (ATM) cards, and electronic transfers (e.g., automated clearinghouse (ACH) transactions).

Nonpublic personal information does not include that which the bank obtains from government records, widely distributed media, or government-mandated disclosures.

TYPES OF INFORMATION THE BANK DISCLOSES

NONPUBLIC PERSONAL INFORMATION AND NONAFFILIATED THIRD PARTIES

Since we value our customer relationship with you, we will not disclose your nonpublic personal information to nonaffiliated third parties, except as permitted by law.

NONPUBLIC PERSONAL INFORMATION AND FORMER CUSTOMERS

We do not disclose nonpublic personal information about former customers, except as permitted by law.

SAFEGUARDING CUSTOMER INFORMATION

At AmBank we protect consumer privacy by ensuring that only employees who have a business reason for knowing information have access to it. The bank has appointed a financial privacy coordinator who is responsible for maintaining internal procedures to ensure that our customers' information is protected. For example, information in loan files can only be accessed by employees who work in the loan origination or loan operations departments.

All employees have a copy of this policy and are trained at least annually regarding the importance of safeguarding customer information. The financial privacy coordinator and the appropriate department manager will take disciplinary action against any employee who violates the bank's privacy policy and procedures.

Sharing Information with Service Providers or Joint Marketers.

We may disclose information about you to companies that perform marketing services on our behalf or to financial institutions with whom we have joint-marketing agreements. We require that our service providers and those with whom we have joint-marketing agreements to adhere to similar and equally stringent policies concerning the privacy of your information. These companies may use and disclose the information provided to them by us only for the purpose for which it is provided or to the extent otherwise permitted by law.

EXCEPTIONS:

By law the bank may share personal information about consumers without allowing consumers the opportunity to opt out in the following circumstances:

- With companies who perform transaction processing for the bank in the following circumstances:

- If the transaction, service, or product is requested or authorized by the consumer
- To maintain or service a consumer's account as part of a private label credit card or other loan extension program
- In connection with a securitization, secondary market sale (including servicing rights), or similar transaction related to a consumer
- For disclosures that are necessary to enforce the bank's legal or contractual rights or the rights of any other person who is engaged in the financial transaction
- For disclosures required in the ordinary course of banking business, such as in the settlement of claims or benefits, the confirmation of information to the consumer or the consumer's agent, and the billing, processing, or clearing of items in the normal course of business
- To provide information to insurance rate advisory organizations, guaranty funds or agencies, agencies that are rating the bank, persons that are assessing the bank's compliance with industry standards, and the bank's attorneys, accountants, and auditors
- To the extent permissible under the Right to Financial Privacy Act
- To a consumer reporting agency under the Fair Credit Reporting Act
- To comply with federal, state, or local laws, rules, and other applicable legal requirements

Links to other Sites

Information that AmBank publishes on the World Wide Web may contain links to other sites and third parties may establish links to AmBank's site. AmBank makes no representations about any other web site that you may access to, from or through this site. Unless expressly stated in writing, AmBank does not endorse the products or services offered by any company or person linked to this site nor is AmBank responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

Virus Protection

AmBank is not responsible for any electronic virus that you may encounter using the On-line Fund Services. We encourage you to routinely scan your computer and diskettes using reliable virus protection product to detect and remove viruses. If undetected and not repaired, a virus can corrupt and destroy your programs, files and hardware.

Damages and Warranties

In addition to the terms previously disclosed, AmBank is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Online Banking, Cash Management, or the use of the On-line Financial Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by AmBank or one of its suppliers. In addition, AmBank disclaims any responsibility for any electronic virus (es) Customer may encounter after installation of such software or use of Online Banking, Cash Management, or the On-line Financial Services. Without limiting the foregoing, neither AmBank nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. AmBank and its suppliers provide Online Banking, Cash Management, and the On-line Financial Services from their own sites and they make no representation or warranty that any information, material or functions included in Online Banking, Cash Management, or the On-line Financial Services are appropriate for use by you in your jurisdiction. If you choose to use Online Banking, Cash Management, and/or the on-line financial services, you do so by your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither AmBank nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, Cash Management, the On-line Financial Services, or contained in any third party sites linked to or from AmBank's web site. AMBANK MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, CASH MANAGEMENT, ON-LINE FINANCIAL SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. AMBANK DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

Indemnification

Customer shall indemnify, defend and hold harmless AmBank and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

Additional Remedies

Due to the likelihood of irreparable injury, AmBank shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

Termination and Changes in Terms

AmBank reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we will notify you by: 1) electronic mail; 2) physical mail at the address shown in our records; and/or 3) update of our web site.

Applicable Rules, Laws, and Regulations

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Florida, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Pinellas County, Florida, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

Assignment

AmBank may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

Integration

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and AmBank.

Severability

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the AmBank, this Agreement will control.

Waiver

AmBank shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by AmBank of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

Force Majeure

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

Construction

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

Additional Documents

Online Banking Users: The following form must be signed and submitted in addition to the Online Banking Enrollment Form before this agreement is complete.

AmBank On-Line Services Agreement Signature Form

AmBank will hold this form on file for sixty days. If sixty days passes and this agreement is not complete, AmBank reserves the right to terminate this agreement.

Cash Management Users: The following forms must be signed and submitted before this agreement is complete.

AmBank On-Line Services Agreement Signature Form
Cash Management Customer Agreement Signature Form
Cash Management Customer Representative Account Form (one for each Cash Mgmt Representative)
Cash Management Customer Representative Access Form (one for each Cash Mgmt Representative)
ODFI Origination Agreement for Consumer Payments (If ACH capabilities are being requested)

AmBank will hold these forms on file for sixty days. If sixty days passes and this agreement is not complete, AmBank reserves the right to terminate this agreement.

ELECTRONIC FUND TRANSFER INITIAL DISCLOSURE

CONSUMER'S LIABILITY. You will tell us AT ONCE if you believe your card or code has been lost or stolen. Telephoning us 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 believe your card 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 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 or code and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00.

Limitation of Liability for Unauthorized Master Card Point of Sale Transactions using MasterMoney Card . You will not be liable for any unauthorized transactions using your MasterMoney 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 has not been 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.

Also, if your statement shows transfers that you did not make, you will 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 that 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 periods.

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.

CONTACT IN EVENT OF UNAUTHORIZED TRANSFER. If you believe your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you will call (575) 534-0550 or write Customer Service Department at AMBANK, Silver City Office, P.O. Box 2677, Silver City, NM 88062-2677.

BUSINESS DAYS. For purposes of these disclosures, our business days are Monday, Tuesday, Wednesday, Thursday, and Friday. Holidays are not included.

TYPES OF TRANSFERS. You may authorize certain direct deposits to your checking or savings account. You may authorize certain bills and other payments to be deducted from your checking or savings accounts. A merchant may convert your check in payment for merchandise or services into an electronic funds transfer from your account.

You may use your card or code to:

- Make deposits to your checking and savings accounts.
- Pay for purchases at places that have agreed to accept the card or code.
- Transfer funds between your checking and savings accounts.
- Withdraw cash from your checking and savings accounts.
- Using the telephone you may transfer funds from checking to checking, checking to savings and/or vice versa, savings to savings or a line of credit to checking and/or savings..

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

LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS:

- You can buy up to \$805.00 worth of goods or services each day by using the card or code in our point-of-sale transfer service.
- Using your ATM card, the daily withdrawal limit is \$205.00 and for point-of-sale transactions the limit is \$405.00 per day.
- Using your MasterMoney card, your daily withdrawal limit is \$405.00 and for point-of-sale transactions the limit is \$805.00 per day.

FEES:

- You will be charged \$3.00 per card for the issuance of replacement access cards.
- You will be charged an annual fee of \$5.00 for your MasterMoney Card..

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

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

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 you can call us at (575) 534-0550 to find out whether the deposit has been made.

Periodic Statements. You will get a monthly account statement unless there are no electronic transfers in a particular month. In any case, you will get the statement at least quarterly. You will not receive a periodic statement if your account is a passbook account. Present your passbook and we will record any electronic deposits to your account.

PREAUTHORIZED PAYMENTS:

Stop Payments. 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 us at (575) 534-0550 or write us at AMBANK, Silver City Office, P.O. Box 2677, Silver City, NM 88062-2677, 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 can also require you to put your request in writing and get it to us within 14 days after your call. We will charge you \$25.00 for each stop payment order you give us.

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine 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 your agreement with us.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.

You will telephone us at (575) 534-0550 or write us at AMBANK, Silver City Office, P.O. Box 2677, Silver City, NM 88062-2677 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. You will:

- Tell us your name and account number (if any).
- 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.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we can 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 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 point-of-sale transaction, or new account, 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 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. For the purpose of this paragraph, an account is a new account for a period of 30 days from the date of the first deposit to the account.

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 can ask for copies of the documents that we used in our investigation.



AMBANK ON-LINE SERVICES AGREEMENT SIGNATURE FORM

By signing this Agreement, the undersigned acknowledges that they have received, read, understand, and accept the terms and conditions of the AMBANK ON-LINE SERVICES AGREEMENT, and agree to be bound by its terms.

ACCEPTED BY:

ACCEPTED BY:

AmBank

Account Holder Name (print)

Bank name

Account Holder Authorized Signature

Bank Authorized Individual Signature

Date

Date

TIN/SSN

E-Mail Address: _____

For Official Use Only

Customer Status

New Customer *Current Customer*

Method Form was Received and Verified

- Received and DL/ID Verified*
- Received by Mail and Signature Card Verified*
- Received by Fax and Signature Card Verified*
- Dropped Off and Signature Card Verified*

