

**Territorial Bank of American Samoa  
Mastercard Debit Card Agreement**

This Agreement and disclosures are made in compliance with federal law regulating electronic funds transfer (EFT) services. This Mastercard Debit Card ("Debit Card") Agreement is the contract which covers your and our rights and responsibilities concerning electronic funds transfer ("EFT") services offered to you by Territorial Bank of American Samoa ("TBAS" or the "Bank"). In this Agreement, the words "you" and "yours" mean those who sign the application as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean TBAS. The word "account" means any one or more deposit accounts you have with the Bank. By signing the Account Agreement and/or Debit Card Application, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. Electronic funds transfers are electronically initiated transfers of money through automated teller machines ("ATMs"), Point of Sale ("POS") terminals, and Debit Card purchases involving your deposit account(s) at the Bank.

1. Services

- a. **ATMs** – You may use your Debit Card and Personal Identification Number ("PIN") in automated teller machines owned and/or operated by the Bank, within the Maestro and Mastercard Network. At the present time, you may use your Debit Card to make the following transactions:
  - i. Withdraw cash from your Savings or Checking account(s)
  - ii. Balance inquiry for your Savings or Checking account(s)
- b. **Debit Card** – You may use your Debit Card to purchase goods and services any place your Debit Card is honored by participating Mastercard merchants. Funds to cover your Debit Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Bank may decline the transaction. You may not use your Debit Card or account(s) for any illegal or unlawful transaction, and you agree to hold harmless and indemnify us if you do. We may decline to authorize any transaction that we believe may be unlawful or illegal. The Bank holds the right to terminate all services under this agreement.

2. Service Limitations

- a. **ATM Usage** – No withdrawals may exceed the available funds in your account.
  - i. ATM daily usage limits are set to 3 transactions with a maximum spending limit of \$1,000.00 inclusive of any fees associated with the transaction(s)
- b. **Debit Card** – Unless otherwise approved by the Bank, daily limits for purchase transactions you may make with your Debit Card are:
  - i. Contactless – 5 transactions with a maximum spending limit of \$25.00 per transaction
  - ii. POS, E Commerce, MOTO – 10 transactions with a maximum spending limit of \$5,000.00
  - iii. MCCs – 3 transactions with a maximum spending limit of \$3,500.00

The Bank reserves the right to refuse any transaction which would draw on insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Bank may set other limits on the amount of any transactions, and you will be notified of those limits. The Bank may refuse to honor any transactions for which you do not have sufficient available verified funds. Some merchants may permit you to initiate debit transactions with your Card using either the Mastercard network or another network shown on your Card. The Bank will honor your debit transactions processed by any of these networks. Transactions

processed over the Mastercard network do not require you to use your PIN to validate the transaction. Generally, you will need to sign a receipt, provide your Card number (e.g. Internet, mail, or telephone transactions), or swipe/insert your card at a terminal. Also, there are certain protections and rights such as the zero liability protections in Section 4, Customer Liability, applicable only to Mastercard processed transactions. Transactions processed over other networks may not require you to use your PIN to validate a transaction. Generally, you enter your Card number or swipe/insert your Card and provide or enter your PIN. However, some merchants may not require you to provide a PIN and may allow you to choose whether the transaction is processed by Mastercard or another network. Provisions applicable only to Mastercard transactions (such as zero liability protections) will not apply to non-Mastercard debit transactions. The liability rules for other EFTs in Section 4, Customer Liability, will apply.

3. **Security of PIN** – The PIN set by you is for your security purposes. The numbers are confidential and must not be disclosed to third parties or recorded on or with the Debit Card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you fail to maintain the security of your PIN, we may terminate your Debit Card and account services immediately, whether the Bank suffers a loss or not.

4. **Customer Liability**

- a. **Authorized Transactions** – You are solely responsible for all transfers you authorize using the Debit Card services under this Agreement. If you permit other persons to use your Card, PIN or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. You understand that any transaction by a business owner, employee, agent representative or anyone you authorize to transact business on your account or any transaction by an authorized person that exceeds specific transaction authority you have provided, are considered authorized transactions for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, passwords, and other information to prevent unauthorized access to or use of your account(s) or services.
- b. **Notification to the Bank** – You agree to notify the Bank immediately if you believe anyone has used your account, PIN or access code and accessed your account(s) without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. Coming into the Bank is the



best way of keeping your possible losses to a minimum. If you believe your account, PIN or access code has been compromised or that someone has transferred or may transfer money from your account(s) without permission, call (684) 633-8143 or write:

Territorial Bank of American Samoa  
PO Box 716  
Pago Pago, American Samoa 96799

- c. **Business Accounts** – For business accounts, the Bank will not be responsible for any losses or damages you may incur regarding unauthorized access to or use of your account(s) or services resulting from any compromise of your data.
- d. **Consumer Accounts** – For Mastercard Debit Card transactions, If you notify us of your lost or stolen Debit Card you will not be liable for any losses provided that you were not (60) days grossly negligent or fraudulent in handling your Debit Card and you provide us with a written statement regarding your unauthorized Debit Card claim, otherwise the following liability limits will apply. For all other EFT transactions, if you tell us within two (2) business days, you can lose no more than \$50.00 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or Debit Card service, and we can prove we could have stopped someone from accessing your account without your permission had you told us, you could lose as much as \$500.00.

Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or otherwise made available to you, you may be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us on time: (i) for unauthorized Debit Card purchase transactions up to the limits set forth above and (ii) for all other unauthorized Debit Card transactions up to the full amount of the loss. If a good and verifiable reason kept you from notifying us, we may extend the time periods.

5. **Business Days** – The Bank's business days are Monday through Friday. Holidays are not included.
6. **Fees and Charges**
  - a. **Withdrawals and Transfers** – There may be a fee charged for withdrawals and transfers made at non-TBAS ATMs.
  - b. **Replacement Card** – A fee of \$20.00 may be assessed for any replacement Debit Card you order.
  - c. **Foreign Transaction Fee** – Purchases and cash withdrawals made in a foreign currency will be debited from your account in US Dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard from a range of wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A fee based on a percentage of the amount of the transaction, calculated in US dollars, will be imposed on all foreign

transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete, or a merchant completes on your Debit Card outside of the US, US Military bases, territories, embassies, or consulates.

7. **Right to Receive Documentation of Transfers**
  - a. **Periodic Statements** – Transfers, withdrawals, and purchases transacted through an ATM will be recorded on your periodic statement. You will receive a statement monthly unless there are no transactions in a particular month. In any case, you will receive a statement at least quarterly.
  - b. **Terminal Receipt** – You will receive a receipt at the time you make a transaction using an ATM. However, you may not receive a terminal receipt at some POS terminals for transactions of \$25.00 or less.
8. **Account Information Disclosure** – The Bank may disclose information to third parties about your account or the transfers you make:
  - a. As necessary to complete transfers;
  - b. To verify the existence of sufficient funds to cover specific transactions on the request of a third party, such as a credit bureau or merchant;
  - c. To comply with government agency or court orders;
  - d. If you give us your written permission.
9. **Termination of ATM and POS Services** – You agree that the Bank may terminate this Agreement and your use of your Debit Card and/or POS services if:
  - a. You or any authorized user of your PIN breach this or any other agreement with us;
  - b. We have reason to believe that there has been unauthorized use of your PIN or Debit Card;
  - c. We notify you or any other party to your account that we have cancelled or will cancel this Agreement; or
  - d. You breach any provision of your Account Agreement.
10. **Notices** – The Bank reserves the right to change terms and conditions on which this service is offered. The Bank will provide notice you at least thirty (30) days before the effective date of any change, or as required by law. Use of this service is subject to existing regulations governing the Bank account and any future changes to those regulations.
11. **Billing Errors** – In case of errors or questions about your electronic transfers, telephone us at the phone number or write us at the address set forth above as soon as you can. We must

hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- a. Tell us your name and account number.
- b. Describe 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.
- c. 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 ten (10) calendar days.

We will notify you of the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (10) business days for the amount you think is in error, so that you will have the use of money during the time it takes the Bank to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not recredit your account. For errors involving new accounts, point-of-sale, or foreign initiated transactions, we may take up to ninety (90) days to investigate your complaint or questions. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide copies of documents (to the extent possible without violating other customer's right to privacy) we relied on to conclude that the error did not occur.

12. **Indemnity** – If you ask the Bank to follow instructions that the Bank believes might expose you to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Bank may refuse to follow your instructions or may require a bond or other protection.
13. **Waiver** – Any waiver of any term or condition stated in this Agreement must be in writing and signed by an Officer of the Bank and shall not be considered as a waiver of any future or other obligation or right.
14. **Severability** – In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.
15. **Governing Law** – This Agreement is governed by the Bylaws of the Bank, federal laws and regulations, the laws and regulations of American Samoa, and general clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the local court and/or the American Samoa Office of Financial Institutions.
16. **Enforcement** – In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on

accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the local court which the Bank is located, if allowed by applicable law.

17. **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:
  - a. Prepare your transactions at home (for instance, by filling out your deposit slip at home/work) to minimize your time at the ATM or night deposit facility.
  - b. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Do not leave them at the ATM or night deposit facility because they may contain important information.
  - c. Compare your records with the account statement you receive.
  - d. Do not lend your Debit Card to anyone.
  - e. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
  - f. Protect the secrecy of your Personal Identification Number (PIN). Protect your Debit Card as though it were cash. Do not tell anyone your Debit Card PIN. Do not give anyone information regarding your Debit 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. Do not write your PIN where it can be discovered. For example, do not keep a note of your PIN in your wallet or purse.
  - g. If you lose your Debit Card or if it is stolen, promptly notify us. You should consult the disclosures you have received about electronic funds transfers for additional information about what to do if your Card is lost or stolen.
  - h. 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 is well lighted. If you observe any problems, go to another ATM or night deposit facility.
  - i. Do not 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.
  - j. Territorial Bank of American Samoa wants the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.