

AVB VISA BUSINESS CHECKCARD ELECTRONIC FUNDS TRANSFER AGREEMENT

The following is the Agreement between the Owner of the Account and AVB (the "Bank"), covering Business *CheckCard*(s) ("Card(s)"). In this Agreement, the words "you" and "your" mean each person who signed the application form, or otherwise requested, the Card(s), and each person to whom a Card(s) is issued at your request. The words "we" and "us" mean the Bank.

1. TYPES OF ELECTRONIC FUND TRANSFERS AVAILABLE

A. Terminal Transfers

For those Deposit Accounts associated with your Card(s) you may use your Card(s) at Terminals to: (1) Withdraw cash from your Deposit Accounts; (2) Transfer funds between your Deposit Accounts; (3) Pay for purchases from merchants who have agreed to accept the Card(s) for that purpose; and (4) Inquire as to the amount of your "available balance" (as defined below). Some of these services may not be available at all Terminals. "Terminal(s)" refers to those automated teller machines and other electronic terminals in which you may use your Card(s). **You agree that the Card(s) will only be used for business purposes. You may not use the Card(s) to make deposits.**

You may use your Card(s) in the Terminal to withdraw cash from your Deposit Accounts, up to the amount of your "available balance," not exceeding \$500 per day, per Card. The "available balance" is your current ledger balance, minus holds placed on your account by us, minus withdrawals and transfers from your Deposit Account made at a Terminal.

You may use your Business *CheckCard*(s) to pay for goods and services at retail locations displaying the VISA symbol. We shall charge against your account all purchases made and all withdrawals made with your *CheckCard*(s). The use of your Business *CheckCard*(s) to purchase goods and services will constitute a simultaneous withdrawal from and/or demand upon your primary business checking account. You cannot place a stop payment on any transaction made with your Business *CheckCard*(s).

If you use your Business *CheckCard*(s) and a dispute arises with the merchant, you agree to make a good faith effort to resolve the dispute with the merchant. If you cannot resolve the dispute satisfactorily, we will, at our discretion, assist you in your effort to resolve such dispute. However, you are ultimately responsible for resolving any dispute.

In addition to the limits on cash withdrawals at Terminals, you may use your Business *CheckCard* to purchase up to \$1,000 (may be less under certain circumstances) in goods and services each day, as long as your available balance or overdraft protection is sufficient to cover the aggregate of all purchases.

2. LIMITATIONS ON TRANSFERS

Federal regulations require limitations on the frequency of pre-authorized and "telephone transfers" from savings accounts and money market deposit accounts. ("Telephone Transfers" as used in this paragraph refers to transfers initiated by telephone the Bank and instructing Bank personnel to transfer funds from your savings account or money market deposit accounts.)

3. FEES AND CHARGES

4. FOREIGN EXCHANGE

If you make a purchase or obtain cash in a foreign currency, it will be converted by VISA International into U.S. Dollars.

VISA International will use the procedures set forth in its Operations Regulations in effect at the time that the transaction is processed. Currently, those Regulations provide that the currency conversion rate to be used is either a wholesale rate or a government-mandated rate in effect one day prior to the processing date, increased by one percent.

The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. The current conversion rate used may be the same as, greater than, or less than the amount that would be calculated by conversion through a financial institution in the country in which the purchase occurred or cash was obtained. We do not determine the currency conversion rate.

5. PROCEDURES FOR REPORTING LOST OR STOLEN CARD(S)

If you believe your Card(s) has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us. The address and phone number are found at the end of this Agreement. You agree to tell us AT ONCE if your Card(s) has been lost or stolen. You will be responsible for all amounts withdrawn from your Deposit Accounts with a lost or stolen Card(s), and for unauthorized withdrawals UNTIL YOU NOTIFY the Bank.

6. LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount, we will not be liable for your losses or damages, except as otherwise provided by any applicable statute.

7. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transfers you make (1) Where it is necessary for completing transfers; or (2) In order to verify the existence and condition of your account for a third party; or (3) In order to comply with government agency or court orders; or (4) If you give us your written permission.

8. CANCELLATION

We are not, under any circumstances, obligated to reissue a lost or stolen Card(s). We may, without prior notice, cancel or invalidate your Card(s) at any time, and may, at our option, cancel this Agreement. If we cancel your Card(s), you remain liable for whatever you owe us as a result of the use of your Card(s). You may cancel your Card(s) by cutting it in half and returning the pieces to us at the address set forth in this Agreement.

9. AGREEMENT

By signing, using or allowing someone else to use your Card(s) or use of an electronic fund transfer service, you agree to the terms and conditions contained in this Agreement.

10. CLOSING YOUR ACCOUNTS

If you close your Deposit Accounts with us which are accessible by the Card(s), you agree to return the Card(s) to us at the address set forth at the end of this Agreement.

11. LIABILITY FOR AUTHORIZED USE

If you withdraw, inadvertently or otherwise, cash from your Deposit Account in excess of such account, you become liable to us in the amount of the excess. You will use the Card(s) in accordance with the information provided with your Card(s) and will be responsible for authorized use of the Card(s). The Card(s) is intended for business use only. Your use or use by anyone with authority implied or apparent, or for your benefit constitutes an authorized use. When you receive your Card(s), sign your name in ink on the signature panel. The use of your Personal Identification Number (PIN) together with your Card(s) and signature is intended to prevent your Card(s) from being improperly used and constitutes a security procedure. The use of the Card(s) at a point-of-sale terminal constitutes a security procedure. In order to protect this security, do not write your PIN on your Card(s) or keep your PIN close to your Card(s). You should not tell your PIN to anyone.

12. FOREIGN EXCHANGE

The validity, construction and enforcement of this Agreement, and all matters arising out of the issuance and use of the Card(s) and electronic fund transfers, shall be governed by the laws of the State of Oklahoma to the extent not preempted by federal law. We may amend this Agreement at any time. Notice of such changes will be given to you as required by law. To the extent any use of your Card(s) constitutes a "Funds Transfer" under Article 4A of the Uniform Commercial Code, and/or this Agreement conflicts with our Deposit Agreement with you, this Agreement controls. Except as provided in the preceding sentence, our Deposit Agreement shall apply, including the provision on Funds Transfers.

YOU MAY NOT USE THE VISA BUSINESS CHECKCARD FOR DEPOSIT TRANSACTIONS.

Address for lost or stolen cards, errors or questions, cancellation of card or account:

**AVB
PO Box 130
Broken Arrow, OK 74103-9924
918.251.9611**