

Southside Bank FLEXcard Application**Minimum Initial Deposit = \$20.00**For Financial Institution
Use Only

Purchaser (Owner): A copy of the PURCHASER's driver's license and Social Security card must be submitted with application.

Name (First, Middle, Last)

Address

City, State ZIP

SSN:

Date of Birth

Email
AddressHome
TelephoneWork
TelephoneUser Name (for FLEXcard website access)
6 to 12 characters, letters or digits, no spaces Please add to my Homebanker

Login I.D.

Recipient (User):

Name (First, Middle, Last)

Address

City, State ZIP

SSN:

Date of Birth

Email
AddressHome
TelephoneWork
Telephone**Signature**

Yes! I want to receive a FLEXcard. This information is given to obtain the Southside Bank FLEXcard and it is true and complete. I have read and understand the FLEXcard agreement presented by the bank. When I use the FLEXcard, I agree to the terms and conditions of the agreement that governs its use. I understand that Southside Bank may assess charges for the privilege of having an FLEXcard. I acknowledge and agree that my FLEXcard may be rejected or discontinued by Southside Bank at any time.

Applicant's Signature_____
Date

FlexCard Cardholder Agreement

The Southside Bank FlexCard is a prepaid Debit card. You must deposit money into the FlexCard before you attempt to use the card. The card will only be honored if there is sufficient money on the card. ***It is not a credit card.*** Once the card is established, you may receive designated funds. You will have access to your funds virtually 24 hours, 7 days a week at ATMs and point-of-sale terminals. Southside Bank is not responsible for the refusal of any merchant or ATM or Mechanical device to accept or honor a card.

Authorized Users

The FlexCard is a proprietary form of MasterCard® Debit Card. Your FlexCard is a special card you have opened for yourself or on behalf of another individual, who is authorized to access the funds on such card. In conjunction with the FlexCard and the rules associated therewith, you may qualify to have a FlexCard issued and monies funded into the card for your access. You will notify us of the full identification of any individual you authorize to use the FlexCard.

Types of Transactions

Preauthorized credits (deposits)-

- You can arrange for direct deposits to be accepted into the FlexCard.
- You can load funds at designated bank branches.

Transfers- You can transfer funds to and from other FlexCard cards that are owned by you. A request for additional cards will be required.

Online Transfers- Transfers can be made via Southside Bank's Online Banking by requesting the card(s) be added as an external account.

Preauthorized debits (withdrawals)- You can make arrangements to pay certain bills from the FlexCard.

ATM- You can access funds on the FlexCard at ATMs using a personal identification number (PIN). Funds can be withdrawn and can be limited by:

- Funds remaining on FlexCard
- Daily cash withdrawal limits of \$1000.00 and/or 10 transactions
- The number of bills that ATMs can dispense varies by machine. Multiple transactions may be required.

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).

Point-of-Sale- You can make purchases face-to-face, by phone, or by Internet where MasterCard® Debit is accepted. Usage is limited daily by \$1500.00 and/or 20 transactions.

Many merchants also allow "cash back" options on pinned POS transactions.

International Transactions

The Card is intended for use in the United States. Transactions made in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by MasterCard and may include a margin and/or fees charged directly by MasterCard. Conversion to U.S. Dollars may occur on a date other than the date of the transaction; therefore, the conversion rate may be different from the rate in effect at the time of the transaction. You agree to pay the converted amount plus any charge for conversion or proceedings that may be imposed. Pursuant to applicable federal law, you may not be able to use the Card for transactions with or in countries as established by the United States Department of the Treasury's Office of Foreign Assets Control.

Personal Identification Number (PIN)

A randomly generated PIN will be mailed to you at the address supplied on the application. You will be able to personalize the PIN once you have activated the card by calling 1-800-285-5127. The PIN number is confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to use the card.

Web Site Access

At the time that you receive the FlexCard, you may also be given the opportunity to set a password (the "Internet Password"), which will entitle you to access certain information concerning the FlexCard and activities related to the FlexCard using an Internet connection to access Southside Bank's website. You shall be responsible for any changes made to the information maintained by Southside Bank in reliance upon Internet communications received by the bank that are sent by a user using your Internet Password. You will follow the same security precautions for the Internet Password as are required for the PIN (see paragraph regarding Personal Identification Number).

Liability for Unauthorized MasterCard Point of Sale Debit Card Transactions

Tell us, AT ONCE, if you believe your MasterCard point of sale debit card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized use of your point of sale debit card with the MasterCard logo when it is used as a MasterCard point of sale debit card will not exceed (A) Zero dollars (\$0.00) if the conditions set forth below have been met, or (B) if those conditions have not been met, the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. Zero Liability will apply only if: (1) you can demonstrate that you have exercised reasonable care in safe-guarding your card from risk of loss or theft; and (2) you have not reported two or more incidents of unauthorized use to us within the preceding twelve(12) months; and (3) your card is in good standing. These consumer liability limits apply only to United States issued MasterCard branded consumer cards. If the transaction does not meet the conditions set forth above, these limits with respect to unauthorized transactions may be exceeded to the extent allowed under applicable law (see Liability for Unauthorized Transfers paragraph below). "Unauthorized use" means the use of your point of sale debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and for which you receive no benefit. To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth below. This will help prevent unauthorized access to your card and minimize any inconvenience. MasterCard is a registered trademark of MasterCard International Incorporated.

In addition to the limitations set forth above, the following limitations may be applicable to your card:

Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your card, PIN, or Online username or password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money on your card. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that 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. Also, if your statement shows transfers that you did not make, tell us at once. If you do not notify us within sixty (60) days of the transaction date, you may not get back any money lost after the sixty (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. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your card without your permission, call 1-800-285-5127 or 1-888-567-3043. Also, you can write us at Southside Bank, 1201 S Beckham Ave, PO Box 1079, Tyler, TX 75710-1079.

Error resolution

In Case of Errors or Questions About Your Electronic Transfers. Telephone us at 1-888-567-3043, or write us at Southside Bank, 1201 S Beckham Ave, PO Box 1079, Tyler, TX 75710-1079 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. You must notify us within 60 days of the transaction date.

1. Tell us your name and card number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your card within 10 business days 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 card.

For errors involving point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question.

We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Inactive Cards

Your FlexCard will be considered inactive once it has gone more than 6 consecutive months without any type of transaction. A monthly fee will be assessed until the card becomes active or the card reaches a zero balance. Please see **Attachment A** for current fee.

Documentation

Periodic Statement -A statement of your card activity will not automatically be generated. Statements will be available to view online at www.southside.com with personalized username and password. You may request a statement to be mailed to you by calling 1-800-285-5127 or Southside Bank at 1-888-567-3043. You are responsible for monitoring balances and reporting any irregularities to us. The statement and the transactions that post to the FlexCard will be considered correct for all purposes and we will not be liable for any payment made and charged to your card unless you notify us within 60 days of the transaction date.

Terminal receipt- You can get a receipt at the time you make a transaction on your card using one of our ATMs or a POS terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

Direct Deposits- If you have arranged to have direct deposits made to your card at least once every sixty (60) days from the same person or company, you can call us at 1-888-567-3043 to find out whether or not the deposit has been made.

Business Days

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

Stop payment

You may not place a stop payment order on any ATM, POS or FlexCard transactions.

Fees

Certain fees apply; please see **Attachment A** for current fees.

Miscellaneous Overdraft Charges Apply

The FlexCard is not a bank account or a credit card. You are not authorized to overdraw your FlexCard. Southside Bank reserves the right to return or reject any charge on your FlexCard that results in an overdraft of your FlexCard. Should Southside Bank reject or return a charge that results in an overdraft, it could subject you to liability and responsibilities not only to the party to whom you presented the card but also will subject you to an overdraft fee charged by Southside Bank regardless of whether or not Southside Bank permits the overdraft or returns the item. You must make sure that there are sufficient monies remaining in your FlexCard card before you attempt to use the card. If you overdraw your FlexCard, you will be charged an overdraft fee for each transaction causing the overdraft. Please see **Attachment A** for current fee.

Card Status

If the FlexCard is lost or stolen, you should notify Issuer immediately by calling 1-800-285-5127 or 1-888-567-3043.

Bank's Liability

If a transfer or transaction arising from the use of your FlexCard does not occur on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instance:

If, through no fault of ours, you have depleted the funds on your FlexCard to the point it will no longer cover the amount of a transaction; or

If, the ATM where you are making the transaction does not have enough cash to cover the amount you have requested, or

If the terminal or system was not working as it should and you knew about the malfunction when you started the transfer; or

If circumstances beyond our control (such as but not limited to an earthquake, flood, fire, etc.) prevent the transaction, despite reasonable precautions we have taken.

Expiration and Termination

Your FlexCard will have an expiration date assigned to the card, however, active cards will automatically be reissued prior to expiration. The Card is our property, and we may terminate the Card at any time. You may terminate the Card by contacting us any time before the expiration date shown on the Card. You must surrender a terminated Card and you may not use an expired or terminated Card. Upon termination, we will refund any unused value to you as provided in the REFUND OF UNUSED VALUE section below.

Refund of Unused Value

Upon termination of your Card, you may obtain a refund of any unused value on the Card. You must request this refund not later than thirty (30) days after date of termination. We will not automatically make any refund; you must request it. To obtain the refund, mail us your card with a signed letter requesting the refund and the address to which you want the refund sent. Send your card and letter to Southside Bank - Electronic Banking, 1201 S Beckham Ave, PO Box 1079, Tyler, TX 75710-1079. Of course, we will not require that you send us your Card if the reason for the refund is termination due to the loss or theft of the Card, but in such cases you must provide us with the Card number.

Confidentiality

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

- To complete transfers as necessary;
- To verify the condition of your FlexCard upon the request of a third party, such as a merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission.

Protecting your privacy is important to Southside Bank and our employees. Please refer to our [Privacy Statement](#) for the complete understanding of Southside Bank's policies and practices.

Amendment

We may change the terms of this Agreement at any time. Changed terms will apply to the unused value balance of your Card as well as to any Transactions after the effective date of the change.

Governing Law

This Agreement will be governed by the laws of Texas, regardless of where you reside. If any of the terms of this Agreement are invalid or changed by applicable law, then the remaining terms of this agreement will not be affected, and this Agreement will be interpreted as if the invalid terms had not been placed in this Agreement. Exclusive venue shall be in Smith County, Texas.

Arbitration

Any and all claims, demands, disputes or controversies of every kind or nature between the parties hereto arising out of or relating to this Agreement, its construction, performance or alleged breach, which is not otherwise settled by agreement of the parties, shall be submitted to, determined and decided by arbitration, held in Tyler, Texas, in accordance with the Rules and Procedures of the American Arbitration Association.

Southside Bank
1201 S Beckham Ave.
PO Box 1079
Tyler TX 75710-1079
903-531-7111 or

Member FDIC

Item # 108790
Last Revised 7/10

1-888-567-3043(TOLL FREE)

www.southside.com

Attachment A Fees for FLEXCard

Monthly Service

Card Maintenance	\$3.00
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Deposits

Via ACH	\$0.00
Cash	\$1.00
Card to Card	\$1.00
Credit Card	\$0.00 - \$100.00
	\$101.00 - \$250.00
	\$251.00 - \$500.00

Purchases/Withdrawals

Point of Sale Merchants	\$0.00
Online Purchases	\$0.00
Phone Purchases	\$0.00
Wire Disbursement	\$15.00
ACH Disbursement	\$2.00
Money Transfer	\$2.00
Overdraft Fee	\$25.00

A 1% International Transaction Fee will be assessed on all transactions where the merchant country differs from the United States.

ATM Usage

Foreign ATM's	\$1.00*
Southside Bank ATM's	\$1.00**

* Additional fees for non-Southside Bank ATM's are disclosed at time of transaction.

** No additional fees at Southside ATM's.

Cards

Initial Card Order	\$0.00
Additional Cards	\$5.00
Card Order Shipping - Standard Class	\$0.00
Card Order Shipping - Priority Class	\$19.95
Card Reissuance (expired)	\$5.00
Card Reissuance (lost/stolen/damaged)	\$5.00
Inactive Card (monthly)	\$3.00

Customer Service

IVRU (Interactive Voice Response Unit)	\$0.50 each
Website monthly	\$0.00
Live Agent (per call)	\$1.00
Paper Statement	\$3.00

FACTS**WHAT DOES SOUTHSIDE BANK DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- * Social Security number
- * Account balances
- * Payment history
- * Transaction history
- * Credit history
- * Account transactions

When you are *no longer* our customer, we will continue to adhere to the privacy policies and practices as described in this statement

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Southside Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Southside Bank share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes - information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call 903-531-7111 or go to www.southside.com

What We Do	
How does Southside Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.
How does Southside Bank collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> * Open an account * Apply for a loan * Make deposits or withdrawals from your account * Give us your income information * Give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> * sharing for affiliates' everyday business purposes - information about your creditworthiness * affiliates from using your information to market to you * sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. * <i>Southside Bank does not share with our affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. * <i>Southside Bank does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. * <i>Our joint marketing partners include insurance companies and service providers..</i>

Other Important Information
<p>For Texas Customers. Southside Bank is chartered, licensed or registered under the laws of the State of Texas and by state law is subject to regulatory oversight by the Texas Department of Banking. Any consumer wishing to file a complaint against the Southside Bank should contact the Texas Department of Banking.</p> <p>Southside Bank also engages in the business of selling checks as an agent for MoneyGram Payment Systems, Inc. and American Express. These companies are licensed under the laws of the State of Texas and subject to regulatory oversight by the Texas Department of Banking. After first contacting MoneyGram Payment Services, Inc. or American Express, a customer that still has an unresolved complaint concerning sale of checks activities should contact the Texas Department of Banking.</p> <p>Consumers may file complaints with the Texas Department of Banking by contacting the Department through one of the means indicated below: In person, or by U.S. Mail: 2601 North Lamar Boulevard, Suite 300, Austin, Texas 78705-4294; Telephone No. (877) 276-5554; Fax No. (512) 475-1313; E-mail: consumer.complaints@dob.texas.gov , Website: www.dob.texas.gov.</p>