

# ATM and Debit Card Rules

the Customer Support Center will assist you with any questions.

Call 262.797.3833 or  
toll free at 877.672.2265  
Monday - Friday 8:30am to 7pm  
Saturday 9am to 3pm  
Sunday 10am to 1pm



## AUTOMATED TELLER MACHINE (ATM) AND DEBIT CARD RULES ("Rules")

These rules govern the relationship between North Shore Bank, FSB and Illinois State Bank (a division of North Shore Bank, FSB) ("Bank") and each person ("the Customer") to whom is issued, or who is authorized to use our ATM access or debit card ("Card").

These rules shall be governed by and construed in accordance with the applicable federal laws and, to the extent applicable to us as a federally chartered savings bank, the laws of the State of Wisconsin, without regard to its conflicts of law provisions.

1. **Card Ownership: Termination.** The Card remains the property of the Bank and shall be surrendered by the Customer upon request. The Bank may terminate the Customer's privilege of using the Card and may withhold approval of any transaction at any time.

2. **Use of Card and Personal Identification Number (PIN).** The Card and PIN are provided solely for the Customer's use and protection. The Customer shall at all times (a) safely keep the Card and PIN and not permit anyone else to use them, (b) not record the PIN on the Card or otherwise disclose or make it available to anyone else, and (c) use the Card, PIN and Terminals only as instructed and only for purposes from time to time authorized by the Bank. The Customer will immediately report to the Bank any loss, theft, disappearance or known or suspected unauthorized use of the Card or any disclosure of the PIN. The Bank has no obligation to the Customer if anyone refuses to honor the Card or if the Customer cannot make a cash withdrawal or deposit at an ATM.

3. **Deposits, Payments.** All cash or check or draft deposits and payments are subject to verification by the Bank. The Bank need not credit the Account for deposits until the Bank actually receives the funds and the credit will be reversed if the Bank does not actually receive the funds. If the reversal to a deposit Account overdraws the Account, the Bank may charge all or part of the deficiency to any other account at the Bank of any the Customer authorized to use Card and the Customer shall pay to the Bank any deficiency which cannot be paid out of such accounts.

4. **Terminals and the Card.** Subject to such restrictions as may be imposed by the Bank, the Card may be used by the Customer at any Terminal bearing the logos on the back of the card and such other terminals as the Bank may designate, to perform any of the transactions listed in these Rules which the Terminal will perform and in connection with each checking or savings account of the Customer with the Bank which the Customer has requested to use with the Card and the Bank has approved (collectively the "Account").

5. **Withdrawals, Transfers.** Each transaction requested by the Customer at a Terminal which consists of a withdrawal or transfer from an Account, other than by Authorized Check, is an order to the Bank to pay from that Account at that time, which the Bank may charge against that Account, even though the charge creates an overdraft.

6. **Authorization to Debit or Credit the Account.** Each time the Card is properly used, the Customer authorizes the Bank to debit or credit (as appropriate) the Customer's Account accessed by the Card for the total amount shown on any sales draft, withdrawal order or credit voucher originated by use of the Card whether or not signed by the Customer, and the Bank is permitted to handle such sales drafts, orders and vouchers in the same way it handles authorized checks drawn on or deposited into the Account.

the Customer agrees that he or she will use the Card only if the available balance in the Account will be sufficient to pay the amount of purchases, cash withdrawals and ATM withdrawals.

For Security reasons, the Bank will establish an approval limit on the dollar amount of purchases or cash withdrawals the Customer may make. The Customer agrees that any purchase or cash withdrawal may be subject to authorization by the Bank or by a MasterCard authorization center and no authorization will be given if the amount of all outstanding authorizations and cash withdrawals will exceed the approval limit.

The Customer is obligated to pay the Bank the amount of any money obtained by the authorized use of the Card to the extent that the Bank is unable to charge such amounts to the Account, and the Customer authorizes the Bank to charge the amount of any such obligation to any other of the Customer's accounts with the Bank.

7. **Bank Liability.** If the Bank does not complete a transfer to or from the Customer's Account on time or in the correct amount according to the Bank's agreement with the Customer as evidenced, in part, by these Rules and the Bank's terms and conditions applicable to the Customer's Account, the Bank will be liable for the Customer's losses or damages subject, however, to the exceptions set forth in section 910 of the Electronic Funds Transfer Act (Act). There are exceptions to the Bank's liability under the Act. The Bank will not be liable, for instance:

- a. If, through no fault of the Bank, the Customer does not have enough money in the Customer's Account to make the transfer.
- b. The Customer has an overdraft line and the transfer would go over the credit limit.
- c. If the automated teller machine where the Customer is making the transfer does not have enough cash.
- d. If the Terminal or system was not working properly and the Customer knew about the breakdown when the Customer started the transfer.
- e. If circumstances beyond the Bank's control (such as fire or flood) prevent the transfer, despite reasonable precautions taken by the Bank.
- f. The funds are subject to legal process or other encumbrance restricting such transfer.

Under no circumstances shall the Bank be liable to the Customer for any damages related to any act or failure to act on the part of the

Bank resulting from an act of God or other circumstances beyond the Bank's control, including but not limited to natural disasters, fire, strikes, power shortages or loss and system or network malfunctions despite reasonable precautions taken by the Bank. Except for its own negligence, the Bank is not liable for any personal injury or tangible property damage suffered or incurred by the Customer through use or attempted use by the Customer of the Card at a Terminal. The Bank shall not be liable for consequential damages.

8. **The Customer Liability: Notice of Unauthorized Use.** The Customer should only provide the Customer's bank and Account information or means of access to the Customer's Account (whether over the phone, the Internet, or via some other method) to trusted third parties whom the Customer has authorized to initiate electronic funds transfers.

Tell us AT ONCE if you believe your card and/or code has been lost or stolen. Telephoning 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 any). If you believe your card or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than the lesser of \$50 or the amount of the Unauthorized Electronic Funds Transfer, as herein defined, that occur before notice to us if someone used your card and/or code without your permission and such use constituted an Unauthorized Funds Transfer.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using the card and/or code without your permission if you had told us, you could lose as much as \$500.00 in accordance with the provisions of Regulation E of the Electronic Funds Transfers Act.

Also, if your statement shows transfers that you did not make which constitute Unauthorized Electronic Funds Transfers, 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 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 period.

An "Unauthorized Electronic Funds Transfer" means any electronic funds transfer from your Account initiated by a person or entity other than you without actual authority to initiate such transfer and from which you receive no benefit, but the term does not include any electronic funds transfer (1) initiated by a person or entity other than you who was furnished with the card, code or other means of access to your account by you, unless you notified us that transfers by such person or entity are no longer authorized, (2) initiated with fraudulent intent by you or any person or entity acting in concert with you, or (3) which constitutes an error committed by us.

Notice is sufficient when the Customer takes such steps as are reasonably necessary to provide the Bank with the pertinent information. The name, address and telephone number of the person to be notified in the event the Card or PIN is lost or stolen or the Customer otherwise believes that unauthorized access to the Account may be obtained is the Customer Support Center, 15700 W. Bluemound Road, Brookfield, WI 53005. Phone 262.797.3833 or toll free 877.672.2265, Monday through Friday, excluding holidays, 8:30am to 7pm, Saturday 9am to 3pm, Sunday 10am to 1pm or contact any the Bank branch location.

9. **Business Day Disclosure.** Our Business days are Monday through Friday. Holidays are not included.

10. **Account Access.** You may use your Card to purchase goods or services wherever the Card is accepted or to obtain cash from any financial institution which honors the Card. You may also use your Card to (a) withdraw funds from your Account, (b) make deposits to your Account, (c) transfer funds between your Accounts whenever you request. Some of these services may not be available at all Terminals.

11. **Limitations on Use of Card.** The Customer may not:

a. Request any transaction at a Terminal if the Customer knows or is informed by or at the Terminal, or by a clerk, that the Terminal is malfunctioning or not operating.

b. Attempt any transaction with out the Card, or when requested the use of the Customer's correct PIN.

c. Attempt to complete any transaction at a Terminal which requires the assistance of a clerk to complete, except on the same day and the same place where the Customer initiated the transaction.

d. Attempt to initiate any transaction in connection with an Account which has been closed by the Customer or the Bank, or which is subject to legal process or other encumbrance.

e. Request a withdrawal or transfer of funds from an Account (i) if the withdrawal or transfer would overdraw the Account, or if the Account is maintained in connection with a check credit or overdraft checking line, would exceed the credit limit of that line; or (ii) in an amount in excess of any dollar limitations imposed by Terminal operator.

f. Deposit funds to an Account (i) by means of anything other than transfer from another Account, cash or a completed negotiable instrument payable in U.S. dollars, dated within six months prior to the date of the attempted deposit, drawn by or properly endorsed by the Customer and in the amount of which does not violate any restriction on the instrument; (ii) in an amount in excess of any limitations imposed by Terminal operator; or (iii) in an amount in excess of \$100 in cash.

g. Deposit a check or draft which is (i) drawn by or payable to the order of someone other than the Customer presenting the Card; (ii) not endorsed by the Customer presenting the Card; (iii) not payable

in U.S. dollars; (iv) dated more than six months prior to the date of the transaction; (v) in violation of any stated restriction on the check or draft (for example, not valid after 30 days).

Neither the Bank nor any Terminal owner is liable to the Customer if the transaction is not completed and the Customer has violated any of these Rules.

12. **Limitations on Amount and Frequency of Transfers.**

a. You may make only 3 cash withdrawals from an ATM Terminal each day.

b. You may withdraw up to \$500 from an ATM Terminal each day except when our computers are not operating; withdrawals will then be limited to \$225 each day. If this is a Health Savings Account (HSA), then the limit when our computers are not working will be \$0.

c. With your ATM card, you may purchase up to \$500 worth of goods or services each day. With your Debit card, you may purchase up to \$2000 worth of goods and services each day. With advanced approval from the Bank higher purchase limits may be available.

d. You may deposit cash at an in-network Terminal up to \$100 each day.

e. Terminals or operators may have other limits on the amounts of withdrawals or deposits.

f. For security reasons there are other limits on the number and amount of transfers you may make using Terminals.

13. **Disclosure of Charges.** Each Account accessible with a Card will remain subject to the fees and charges provided for in the separate agreement or regulations covering that Account, including service charges. In addition, the Customer will be charged the fees described in the Services and Fees brochure issued at time of account opening, as it may be amended from time to time by the Bank, and the fees may be charged to any other account at the Bank of any the Customer authorized to use Card and the Customer shall pay the Bank any deficiency which cannot be paid out of such accounts.

14. **Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your Account using a Terminal.

15. **Periodic Statements.** You will get a monthly account statement unless there were no transfers in a particular month. In any case, you will get a statement at least quarterly.

16. **Overdrafts.** If use of the Card overdraws the Account, the Customer will be notified and the Customer agrees to make immediate payment to the Bank of the amount of any such overdrafts together with such service charges as the Bank may impose. Also whenever the Account is overdrawn according to the Bank's records, the Bank has the right to return unpaid any checks or other orders on the Account which are presented to it and to assess a service charge for making such returns. If the Account has any overdraft line of credit or other overdraft protection plan associated with it, the terms and conditions contained in the credit line agreement (or other applicable agreement) will control with respect to overdrafts of

the Account regardless of whether they result from purchases, cash withdrawals, use of checks, or use of any other card or device.

17. **Refunds on Purchases.** Cash refunds will not be made on purchases made with the Card. If a merchant who honors the Card gives the Customer credit for merchandise returns or adjustments, the merchant will do so by sending the Bank a credit slip that the Bank will apply as a credit to the Account. Any claim or defense with respect to property or services purchased with the Card must be handled by the Customer directly with the merchant or other business establishment which accepts the Card and any such claim or defense which the Customer asserts will not relieve the Customer of his or her obligation to pay the total amount of the sales draft plus any appropriate charges the Bank may be authorized to make.

18. **In Case of Errors or Questions About your Electronic Transfers**

**FOR ATM CARDS ONLY**

Telephone us as soon as you can Monday through Friday 8:30am to 7pm, Saturday 9am to 3pm or Sunday 10am to 1pm at 262.797.3833 or toll-free at 877.672.2265 or write us at:

Customer Support Center  
15700 West Bluemound Road  
Brookfield, WI 53005

**FOR DEBIT CARDS**

Telephone us as soon as you can 24 hours a day, 7 days a week toll-free at 888.437.0103 or write us at:

Customer Support Center  
15700 West Bluemound Road  
Brookfield, WI 53005

Contact us 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 you the FIRST statement on which the problem or error appeared.

a. Tell us your name and account number

b. 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.

c. Tell us the dollar amount of the suspected error. If you tell the Bank orally, we may require that you send us your complaint or question in writing within 10 business days. When the Bank asks you to put the complaint in writing and we do not receive it within 10 business days, we may not provisionally credit your account.

The Bank will inform you of the results of its investigation within 10 business days after we hear from you. We will promptly correct any error. If we need more time, however, we may take up to 45 calendar days to investigate your complaint. In the case of point of sale transactions and foreign-initiated electronic funds transfers, we may take up to 90 calendar days to complete our investigation. If we decide to do this, we will provisionally credit your account within 10 business days for the amount in question.

If a claim is made within 30 calendar days of opening an account, we may take up to 90 calendar days to investigate your complaint. If we decide to do this, we will provisionally credit your account within 20 business days for the amount in question.

If we determine there is no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents used in the investigation.

19. **No Rights to Stop Payment.** The Customer may not stop payment on any purchase or cash withdrawal originated by use of the Card, and the Bank has no obligation to honor any such request.

20. **Joint Account: Notices.** (If this is a Health Savings Account (HSA), this rule does not apply.) If the Account is owned jointly or with one or more other persons, each person will be both individually and jointly responsible for any obligations which arise from use of the Card. Any notice given by the Bank will be sufficient if given in writing and mailed to any owner at the address to which account statements are sent.

21. **Foreign Transactions.** Purchases and cash withdrawals made in foreign countries and foreign currencies will be charged to the Account in U.S. dollars. The conversion will be made in accordance with Master Card operating regulations and conversion rates for international transactions, and the conversion rate may not be the same as on the transaction date. International transactions will be subject to a charge of 1% of withdrawals in addition to any other charges.

22. **Goods or Services Purchased.** The Bank is not responsible for the refusal of any person to honor the Card. The Bank is not responsible for any goods or services the Customer purchases with the Card.

23. **Other Agreements.** Retention and use of the Card constitutes acceptance of these Rules as amended from time to time. These rules constitute and are in addition to all other agreements, rules and regulations of the Bank governing Accounts that are accessible by the Card or indebtedness on which payments may be made.

24. **Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make: (a) where it is necessary for completing or tracing transfers or resolving errors or claims, or (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (c) in order to comply with government agency or court orders, or (d) if you give us your written permission, or (e) in any other manner permitted by law.

25. **Amendments: Cancellations.** These Rules may be amended by the Bank at any time and (subject to compliance with any applicable requirement of law concerning notice) such amendment shall be effective 30 days after mailing by the Bank of a copy of such amendment to the Customer at the address to which the statements are sent.