

ATM/CHECK CARD APPLICATION

Applicant Information

Name: _____ SSN/TIN: _____

Date of Birth: _____ Mother's Maiden Name: _____

Home Phone: _____ Cell Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Checking Account Number _____ Saving Account Number _____

Checking Account Number _____ Saving Account Number _____

Checking Account Number _____ Saving Account Number _____

I hereby acknowledge that I have received a copy of the **ATM/CHECK CARD** Cardholder Agreement and that I have read, understand and agree to be legally bound by the terms and conditions of such Agreement. I also acknowledge receipt of the disclosure statement informing me of my rights under the Electronic Fund Transfer Act.

Applicant Signature: Date:

Please provide the completed application in person, by mail, or by fax to be processed.

Mail to: 6676 N Lincoln Ave
Lincolnwood, IL 60712

Fax to: (847) 679-9077

FINANCIAL INSTITUTION USE ONLY

Application Type Personal Business

Restrictions ATM/ PIN Only No Withdrawals None

Card Number Issued: _____

Issued By: _____

Date Ordered: _____

Call Back Date/ Time: _____

(For applications accepted via mail or fax.)



ATM/CHECK CARD CARDHOLDER AGREEMENT

These Rules govern the relationship between Brickyard Bank (Bank) and each person (customer) to whom the Check Card is issued, or who is authorized to use a **Brickyard Bank Check Card**.

Definitions: the following definitions apply to these rules:

- "Account" means your checking or Savings account with the Bank.
- "Card" means your Brickyard Bank Check Card issued by Bank and any additional cards or renewals.
- "We", "Us" and "Our" mean the Bank.
- "You" and "Your" or "Customer" means each person who is a party to the Account and who applied for the Check Card.

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

Use of Check Card: You may use your Check Card to pay for purchases (from your checking account) at merchants displaying the VISA logo and that have agreed to accept the Check Card. You may also use your Check Card together with your Personal Identification Number (PIN) to perform transactions at Cirrus terminals, or at other automated terminals at which cards may be used. The Bank's Cirrus cardholder rules which are addressed in our Deposit Account Information brochure contain the terms and conditions governing Cirrus transaction. However, we have no obligation to you if anyone refuses to honor the Check Card or if, for any reason, you cannot make a cash withdrawal from or deposit at a Cirrus terminal or any other automated teller machine.

Limits on Check Card Transactions: You may use the Check Card only if the available balance in your Account will be sufficient to pay the amount of the purchases, (directly from your checking account) cash withdrawals and ATM transactions. Any purchase (directly from your checking account) or cash withdrawal may be subject to authorization by us or by a VISA authorization center and no authorization will be given if the amount of all outstanding purchases and cash withdrawals will exceed your available balance or your applicable credit limit.

ATM Transfers: You may access your account(s) by ATM using your ATM/Check Card and Personal Identification Number (PIN) to:

- Make deposits to checking accounts
- Make deposits to savings accounts
- Get cash withdrawals from checking account
- Get cash withdrawals from savings accounts
- Transfer funds from savings to checking
- Transfer funds from checking to savings
- Get checking account(s) information
- Get savings account(s) information

Point-of-Sale Transactions: You may access your checking account to purchase goods (in person, by phone, by computer) get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Daily Limits for Checking Accounts: The daily limit per business day for ATM Withdrawals and Point-of-Sale transactions using your PIN is a combined total of \$500. The daily limit for Point-of-Sale transactions is \$1,000. The Daily aggregate total is \$1,500.00

Daily Limits for Savings Accounts: The daily limit per business day for ATM Withdrawals and Point-of-Sale transactions using your PIN is a combined total of \$500. Point-of-Sale transactions using your PIN may be rejected. Point of Sale transactions using a signature will be restricted from your ATM/Visa Check Card.

Authorization to Check Card or Credit Account: Each time your Check Card is properly used, you authorize the Bank to debit or credit your Account (whichever is appropriate) for the total amount shown on any sales draft, withdrawal order or credit voucher originated by the use of the Check Card, whether or not signed by you, (i.e. mail order, phone orders or internet purchases) and the Bank is permitted to handle such sales drafts, orders, and vouchers in the same way it handles authorized checks drawn on your bank.

Terminal Transfers: You can get a receipt at the time you make a transfer to or from your account using a(n) automated teller machine or point-of-sale terminal. You may not get a receipt if the amount of the transfer is \$15 or less.

Transaction Receipts: You will get a receipt from the merchant at the time you make purchases using your Check Card.

Fees and Charges: You will be responsible at all times for the charges, if any, ordinarily associated with your Account, such as account maintenance and check or withdrawal charges, as described in the rules governing the Account. For example, any purchase or cash withdrawal originated by use of the card may be subject to any charge which would be imposed upon any other check drawn on or withdrawal from the Account. However, we will charge a fee for your Check Card. We may charge such fees in the future by amending these rules as provided in the Amendments section of this brochure (see Fee Scheduling brochure for service fees.)

Disclosure of Account Information: We will disclose information to third parties about your Account or the transfers you make where it is necessary for completing transfer; in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; in order to comply with government agency or court orders; or if you give us your written permission.

We may verify your credit record and/or employment history by any means necessary, including preparation of a credit report by a consumer reporting agency.

Account Statements: Your regular Account statement will reflect each purchase and cash withdrawal charged to your Account and each credit applied to your Account during the statement cycle and the related fee, if any. Even if there is no account activity, you will receive a statement at least once every three months.

Right to Stop Payment: You are not permitted to stop payment on any purchase or cash withdrawal originated by use of the Check Card, and we have no obligation to honor any such stop payment requested by you, except as provided in the Electronic Funds Transfer Disclosures provided to you.

Customer Liability Notification of Unauthorized Use: Please refer to the VISA Bylaws and Rules manual to learn more about customer liability affecting U.S. issued customer cards. "Unauthorized use" means the use of a VISA-branded card (regardless of the type of account to which transactions initiated with such card are posted) by a person, other than the cardholder, who does not have actual, implied, or apparent authority for such use, and from which the cardholder receives no benefit. If you believe that someone has transferred or may transfer money from your account without permission, **CONTACT US AT ONCE**. You can write us at BRICKYARD BANK, 6676 N. Lincoln Ave, Lincolnwood, IL 60712-3631, or call us at (847) 679-2265. Telephoning immediately is the best way of keeping your possible losses down. This must be followed by a written description of the circumstances.

Notification to card issuer is given when steps have been taken as may be reasonably required in the ordinary course of business to provide the card issuer with the pertinent information about the loss, theft, or possible unauthorized use of a VISA-branded card (regardless of the type of account to which transactions initiated with such card are posted), regardless of whether any particular officer, employee or agent of the card issuer dies, in fact, receive the information. Notification may be given, at the option of the person giving it, in person, by telephone, or in writing. Notification in writing is considered given at the time of receipt or, whether or not received, at the expiration of the time ordinarily required for transmission, whichever is earlier.

Lost or Stolen Cards: If your card is lost or stolen, please call Brickyard Bank during normal business hours, at (847) 679-2265. After hours, call (800) 554-8969.

Our Business Days: Our business days are Monday through Friday. Saturdays, Sundays and Holidays are not included.

Refunds on Purchases: Cash refunds may NOT be made to you on purchases made with your Check Card. If a merchant who honors your Check Card gives you credit for merchandise returns or adjustments, the merchant will do so by sending the Bank a credit which we will apply as a credit to your Account. Unless your use of the Check Card results in an extension of credit, any claim or defense with respect to property or services purchased with your Check Card must be handled by you directly with the merchant or other business establishment which accepts the Check Card, and any such claim or defense which you assert will not relieve you of your obligation to pay the total amount of the sales draft plus any appropriate charges we may be authorized to make.

International Travel Notification: Inform Brickyard Bank when and where you are traveling abroad. With a notification, your ATM and point-of-sale transactions may be approved. Without a notification, we could deny these purchases to protect your card until you contact us to authorize them.

Foreign Transfers: If your Check Card is used to effect a transaction in foreign currency, the transaction amount will be converted to U.S. dollars by VISA. VISA will convert foreign currency to U.S. dollars using either the government-mandated exchange rate or the wholesales exchange rate in effect one day before the day of the conversion, applicable. The exchange rate is increased by one percent (1 %) if the conversion is made in connection with a charge to an account and decreased by one percent (1 %) if the conversion is made in connection with a credit to an account. The date of the conversion by VISA may differ from the purchase date and the posting date identified in the monthly statement for your Account. You agree to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.

International Transaction Fee: A fee will be imposed on all foreign transactions involving your ATM-Visa Check Card. VISA International Service Assessment (ISA) charges a 1.00% fee for all international multi-currency transactions and a 0.80% fee for all international single-currency transactions (those that are processed in U.S. dollars). The ISA will be charged to your account, payable by you, and will appear on your statement as an additional charge. The converted transaction amount will appear separately from the International Service Assessment on your billing statement.

Your Rights If You Think There is an Error on Your Statement: The term Electronic Funds Transfer (EFT) means any transfer of funds that is initiated through an electronic terminal, telephone, computer or magnetic strip that instructs a bank either to debit or to credit a consumer's account. The term includes, but is not limited to, point-of-sale transfers, automated teller machines (ATMs), transfers resulting from check card transactions whether or not initiated through an electronic terminal, direct deposits, or withdrawal of funds and transfers initiated by telephone or computer. The term does not include payments made by check, draft, or similar paper instruments at an electronic terminal. The terms and conditions stated herein DO NOT apply to Wire Transfers via FEDWIRE or a similar network. You may refer to Bank's Electronic Funds Disclosures for information regarding your billing error rights.

If you think your bank statement or Check Card receipt is incorrect or you feel that there is an error or you have a dispute regarding property or services purchased with the Check Card, this must be handled in writing directly by you with the merchant or business establishment. Be sure to follow these procedures before contacting the bank: Examine the bank statement or Check Card receipt carefully and determine the reason for your dispute (i.e. is it an unauthorized change, goods or services not received based on a particular listed transaction, returned merchandise, damaged/defective merchandise, etc.). A copy of the letter you submit to the merchant describing all the particular elements and details of the dispute needs to contain the following information:

- Your name
- The date of the transaction in question and the name, phone number and date of who you spoke with at the business establishment to try to resolve the dispute or error.
- Describe the dispute or error you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Include the dollar amount of the suspected error.
- Include copies of the suspect bank statement, register receipts or any pertinent documentation that will help resolve the error or dispute in question.
- It will be helpful if you also include the telephone number at which you can be reached in case further information is needed.

In Case of Errors or Questions About Your Electronic Transfers, Call us at 847-679-2265 or write to us at 6676 N. Lincoln Ave, Lincolnwood, IL 60712, 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.

1. Tell us your name and account number (if any)
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 (5 business days if involving a VISA point-of-sale transaction processed by Visa or 20 business days if the transfer involved a 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 the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or questions. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a VISA point-of-sale transaction processed by Visa or 20 business days if the transfer involved a 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 questions in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

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

Other Agreements: All terms, conditions, and agreements which govern your Account (whether set forth in your Account Rules, in any related Rules and regulations or otherwise) also apply to the Check Card except where these Rules provide differently.

Agreement to Comply with Rules: Your retention of, signature on, or use of the Check Card constitutes your agreement to comply with these Rules as amended from time to time. This agreement and your use of the Check Card will be governed by the laws of the State of Illinois

Amendments: We may amend the above terms and conditions at any time. We will give your written notice at least 30 days before the amendment becomes effective if the amendment will result in increased fees or liability to you or stricter limitations on the transfers you make. If, however, an immediate change in the terms and conditions is necessary for security reasons, we may amend these terms and conditions without such prior notice. For your convenience, we are approving you with your DAILY online transaction limits.