

Debit MasterCard® Application



DEVON BANK

This application is for a Devon Bank Debit MasterCard. In order to issue a personalized, individual card to either signer of a joint account, each owner must fill out a separate application.

PLEASE BRING THIS APPLICATION TO ANY OF OUR LOCATIONS, FAX IT TO (847) 635-6091 OR MAIL IT TO DEVON BANK E-BANKING DEPARTMENT, 950 MILWAUKEE AVENUE, GLENVIEW, IL 60025

PLEASE PRINT CLEARLY

FIRST NAME _____ LAST NAME _____

SOC. SEC. # _____ DATE OF BIRTH _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE (Day) _____ TELEPHONE (Evening) _____

E-MAIL _____

I wish to access this account for Debit Card use:

Checking account # _____

For ATM use only, I wish to also access this account:

Savings account # _____

Authorizations: By signing below, I am applying for a Devon Bank Debit MasterCard. I understand this is not a credit card and that the dollar amount of the purchases made with this card will be deducted from my Devon Bank checking account only. I authorize Devon Bank to verify the information provided above. Other requirements apply. I agree to be bound by the terms and conditions covered in the appropriate Disclosure Statement and Cardholder Agreement.

Signature _____ Date _____

FOR BANK USE ONLY:

CLOSE CURRENT CARD (IF LOST OR STOLEN) # _____

NO ADDRESS CHANGE FOR LAST 60 DAYS

POS YES NO POS LIMIT (MAX. \$2,000) _____

NEW CARD # _____ CASH W/D LIMIT (MAX \$500) _____

DATE ORDERED _____

BY _____



DEVON BANK

REGULATION E (ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES)

This disclosure is made in accordance with Regulation E (Electronic Funds Transfer Act) of the Board of Governors of the Federal Reserve System and is only applicable to consumer electronic funds transfers. This agreement covers Devon Bank's and your rights and responsibilities regarding these services and resulting transactions.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number.

Automatic Debit

Devon Bank customers can minimize the number of checks they write each month by authorizing prearranged automatic debits from their deposit accounts.

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

- * Pay certain recurring bills from your checking or savings account.
- * Other examples of pre-authorized transfers or payments from your deposit accounts are payment of loans, payment of insurance premiums or transfer of funds for investments.

All pre-authorized automatic debits are subject to the rules and agreements which govern such transactions as printed in the DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE and the SERVICE CHARGE FEE SCHEDULE.

Fees and Charges:

- * We do not charge for any preauthorized EFTs.
- * We will charge \$30.00 for each stop-payment order for preauthorized transfers.

Direct Deposit/Transfer Authorization (Payroll Deduction)

Direct Deposit is the convenient and secure way to have your paychecks and benefit payments deposited electronically into your Devon Bank deposit account.

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- * Accept direct deposits from your employer or other financial institutions to your checking or savings account.
- * Accept direct deposits from your employer or other financial institutions to your checking or savings account. Other examples of deposits that can be made directly into your deposit account are Social Security benefits, pension benefits and dividends.

All direct deposits are subject to the rules and agreements which govern such transactions as printed in the DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE and the SERVICE CHARGE FEE SCHEDULE.

Fees and Charges:

- * We do not charge for any preauthorized EFTs.

Devon Bank MasterCard ATM Debit Card

The Devon Bank ATM Debit Card allows you to have quick access to your funds 24/7 and you can also purchase goods and services at merchants displaying the MasterCard logo.

Types of Transactions/Transfers: You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a MasterCard symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- * Purchase goods and services at participating merchants.
- * Deposit funds into your deposit accounts. (Checking, NOW and Savings Accounts)
- * Withdraw cash from your deposit accounts.
- * Transfer funds between your deposits accounts.
- * Obtain balance information on your deposit accounts.

CIRRUS terminals are limited to withdrawals, transfers and balance inquiries only and are subject to a transaction fee. All deposits, withdrawals, transfers, POS and debits are subject to the rules and agreements which govern such transactions as printed in the DEPOSIT AGREEMENT AND DISCLOSURE and the SERVICE CHARGE AND FEE SCHEDULE.

Limitations on Frequency and Amount:

- * Devon Bank reserves the right to limit the type, number or amount of any card transactions, and the locations at which they are available. Devon Bank agrees to provide written notification to you on any such limitation on the use of your card. If you are going to be traveling out of the US, please contact us before you go. Your card may not work in certain States and/or Countries that have had fraudulent transactions. If your transaction refers you back to your bank, please contact us immediately.

Your daily ATM withdrawal limit is \$500 or your available account balance which ever is less. Your daily limit for the purchase of goods and services is \$2,000 or your available account balance which ever is less, inclusive of ATM withdrawals. At the discretion of Devon Bank, the card limits may be adjusted.

Fees and Charges:

- * Transactions conducted at CIRRUS terminals outside the STAR Network are subject to transaction fees. CIRRUS charges a fee of \$3.00 for withdrawals and a fee of \$3.00 for transfers and balance inquiries .
- * There is a Replacement Card Fee of \$10.00 per card.
- * We do not charge for any POS transactions.

ATM Fees. 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).

Touch Tone Teller

With Devon Bank's Touch Tone Teller you can do your banking from the comfort of your home, office, car or anywhere that you have access to a touch tone phone. Dial (877) 466-5050 to reach the Touch Tone Teller 24 hours a day 7 days a week.

Types of Audio Response Services: You may access your deposit accounts by using a separate personal identification number (PIN) assigned to you and your account number in our audio response system. At the present time you may use the system to:

- * Obtain Balance Information on Deposit Accounts.
Verify Checks or Debits Paid.
Verify Deposits Credited.
Transfer Funds Between Accounts.
Get the Branch Locations, Branch Hours, and Phone Numbers of Devon Bank Offices.
Change Security Code.
Merchant Verification of Funds on a Written Check.

All Touch Tone Teller transactions are subject to the rules and agreements which govern such transactions as printed in the DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE and the SERVICE CHARGE FEE SCHEDULE.

Limitations on Frequency and Amount:

- * There are no limits on the number or dollar amount of inquiries, transfers or withdrawals you may make per day.

Fees and Charges for Audio Response Transactions:

- * We do not charge for any Audio Response Transactions.

Other EFT Transactions. You may access certain account(s) you maintain with us by other EFT transaction types as described below.

Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

Re-presented Check Transactions and Fees. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

The following limitations may be applicable to your accounts, except as provided by law:

Liability for Unauthorized MasterCard Debit Card Transactions on Cards Issued to Certain Consumers and Small Businesses. The zero liability limit described below only applies to a United States-issued MasterCard branded debit card issued to: (i) a natural person, or (ii) a business or other entity only if the card is issued under a "small business" program described on MasterCard's website at www.mastercardbusiness.com. The zero liability limit described below does not apply if you are a business or an entity of any sort (corporation, limited liability company, partnership, etc.) unless the card issued to you is a "small business" card described above. The zero liability limit described below does not apply until your identity is registered by or on behalf of the card issuer. Under MasterCard's zero liability policy as described in the MasterCard Rules (as may be amended from time to time), the zero liability limitation described below may not apply for other reasons.

Tell us AT ONCE if you believe your MasterCard debit card has been lost or stolen or if you believe any unauthorized transactions have been made using your MasterCard debit card. Your liability for unauthorized use of your debit card with the MasterCard logo will not exceed zero dollars (\$0.00) if the following conditions have been met: (i) you have exercised reasonable care in safeguarding your card from risk of loss or theft; and (ii) upon becoming aware of such loss or theft you promptly reported the loss or theft to us. If the conditions set forth above have not been met, you may be liable for unauthorized transactions to the extent allowed under applicable law (for example, see **Liability for Unauthorized Transfers** paragraph below). 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 in the **Liability for Unauthorized Transfers** paragraph below. This will help prevent unauthorized access to your account and minimize any inconvenience.

MasterCard is a registered trademark of MasterCard Worldwide or its subsidiaries in the United States.

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

Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your card, ATM PIN, POS card or PIN, or Audio Response PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check.

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 you tell us within two (2) business days after you learn of the loss or theft of your card or code, 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, including those made by card code or other such means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, 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 account without your permission, call (877) 849-5533, or write us at Devon Bank, 6445 N Western Ave., Chicago, IL 60645. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

Illegal Transactions. You may not use your ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

Business Days. For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

Stop Payments on ATM, POS, or Debit Card Transactions. You may not place a stop payment order on any ATM, POS, or debit card transaction.

Documentation.

Periodic Statement. You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit.

Terminal Receipt. You can get a receipt at the time you make a transfer to or from your account using an ATM or a POS terminal. However, receipts for transactions of \$15.00 or less may not always be available.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (847) 465-2500 to find out whether or not the deposit has been made.

Our 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 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 do not have enough money in your account to make the transfer.
- * If the money in your account is subject to legal process or other claim restricting such transfer.
- * If the transfer would go over the credit limit on your overdraft line.
- * If the ATM where you are making the transfer does not have enough cash.
- * If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- * If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- * There may be other exceptions stated in our agreement with you.

In Case of Errors or Questions About Your Electronic Transfers. Telephone us at **(773) 465-2500**, or write us at **Devon Bank, Attn: Personal Banking Department, 6445 N. Western Ave., Chicago, IL 60645-5494** 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- * Tell us your name and account number (if any).
- * 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.
- * 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) business days.

We will determine whether an error occurred 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 credit your account within ten (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 ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) 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.

Confidentiality. We will disclose information to third parties about your account or the transfers you make:

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

Personal Identification Number (PIN). The ATM PIN, POS PIN or Audio Response PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN, POS PIN or Audio Response PIN available to anyone not authorized to sign on your accounts.

Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

Enforcement. In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

Termination of ATM, POS and Audio Response Services. You agree that we may terminate this Agreement and your use of the ATM Card, POS or Audio Response services, if:

- * You or any authorized user of your ATM PIN, POS card or PIN or Audio Response PIN breach this or any other agreement with us;
- * We have reason to believe that there has been an unauthorized use of your ATM PIN, POS card or PIN or Audio Response PIN;
- * We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Preauthorized Electronic Fund Transfers.

Stop Payment Rights. If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call us or write to us at the telephone number or address set forth above, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you \$ 30.00 for each stop payment order you give.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Other Provisions. There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

ATM SAFETY TIPS

As issuers of Automated Teller Machine (ATM) access devices, we have provided for your information a list of safety precautions regarding the use of automated teller machines. Please read the following safety tips:

- * Be aware of your surroundings, particularly at night.
- * Consider having someone accompany you when the automated teller machine is used after dark.
- * It is appropriate to politely ask someone who is uncomfortably close to you to step back before you complete your transaction.
- * Refrain from displaying your cash. Pocket it as soon as your transaction is completed. Count the cash later in the safety of your locked car or home.
- * Consider using another automated teller machine or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM access device and leave.
- * Go to the nearest public area where people are located if you are followed after making a transaction.
- * Report all crimes to the operator of the ATM or to law enforcement officials immediately.

**Member
FDIC**