

## **1. Definitions.**

The following definitions apply to these rules:

“Account” – means your checking account with the Bank

“Card” – means your Bank of Cashton Check Card issued by the Bank and any additional cards or renewals.

“We”, “Us” and “Ours” – means Bank

“You” and “Your” or “Customer” – means each person who is a party to the Account and who applied for the Card.

“ATM Terminals” or “Automatic Teller Machine” – means any terminal at which you may use your Card together with your Personal Identification Number (PIN) to perform transactions.

## **2. Card Ownership, Termination.**

The Card remains the property of Bank and shall be surrendered by Customer upon request. Bank may terminate Customer privilege of using Card and may withhold approval of any transaction at any time.

## **3. Use of Card.**

Subject to such restrictions as may be imposed by Us, the Card may be used at any electronic funds terminal bearing the Pulse and/or VISA name and logo, and such other terminals as We may designate from time to time.

You may use your Card to:

- (a) Withdraw cash from your Account.
- (b) Make deposits to your Account.
- (c) Transfer funds between your checking and savings accounts whenever you request.
- (d) Pay for purchases at places that have agreed to accept the Card.

*Some of these services may not be available at all terminals.*

## **4. Limitations on Your Transactions.**

You may make only three (3) cash withdrawals from ATM terminals each day. You may withdraw up to \$500.00 from ATM terminals each day. At point-of-sale terminals, you may make 10 transactions each day to pay for purchases totaling up to \$500.00. All of these transactions may be completed only if the available balance in your account will be sufficient to cover the transaction amount. Terminals or terminal operators may have other limits on the amounts or frequency of cash withdrawals.

## **5. Limits on Debit Card Transactions.**

You may use the Card only if the available balance in your Account (together with your unused credit line if your Account has an overdraft credit line associated with it) will be sufficient to pay for the amount of purchases, cash withdrawals, cash advances, and ATM transactions. Any purchase or cash withdrawal may be subject to authorization by us or by MasterCard or VISA authorization center. No authorization will be given if the amount of all outstanding purchases and cash withdrawals will exceed your available balance or the \$500 daily limit.

## **6. Authorization to Debit Account.**

Each transaction you request at a terminal which consists of a withdrawal or transfer from an Account is an order to us to pay from that Account at that time. We will pay for the total amount shown on any sales draft or withdrawal order originated by use of the Card, whether or not signed by you. Bank is permitted to handle such sales drafts and orders in the same way it handles authorized checks drawn on your Account.

## **7. Authorization to Credit Account.**

All checks or drafts which we have authorized through a terminal for deposit or payment are credited subject to collection and the credit will be reversed if the check or draft is not paid. All cash deposits and payments are received subject to verification by Us within the provisions of Federal Regulation CC. If the funds are not received and the reversal to a deposit account overdraws the Account, we may charge all or part of the deficiency to any other account at Bank of any Customer authorized to use the Card and Customer shall pay to Bank any deficiency which cannot be paid out of such accounts.

## **8. Overdrafts.**

If use of the Card overdraws your Account, you will be notified and you agree to make immediate payment to Bank of the amount of any such overdrafts together with such service charges as Bank may impose. Whenever your Account is overdrawn, we have the right to return unpaid any checks or other orders on Your Account that are presented to Bank and to assess a service charge for making such returns. If your Account has an overdraft line of credit associated with it, the terms and conditions contained in the credit line agreement (or other applicable agreement) will control with respect to overdrafts of your Account regardless of whether they result from Purchases, Cash Withdrawals, use of checks, or use of any other card or device.

## **9. 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 withdrawal charges, as described in the rules governing the Account. For example, any purchase or cash withdrawal originated by the 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 not charge any additional fee for your card, or its use except the following:

- (a) Failure to return the card within 10 days, when requested, will result in a \$15.00 fee.
- (b) A service fee of \$10.00 will be charged to replace your check card.
- (c) All fees associated with a captured card will be your responsibility.

A fee may also be imposed by a terminal/network operator if you initiate a transfer from a terminal that is not operated by us. You will be notified of any such fee when you use the terminal.

We may change or charge additional fees in the future by amending these rules as provided in paragraph 28.

## **10. Charge Backs.**

As to any transaction which (a) involves a sale of goods or services which is paid for directly through a terminal, (b) involves a transfer of \$50.00 or more from a deposit account and, (c) does not involve a check or draft, we shall upon receipt within three banking business days of the transaction of written or oral notice from customer to the Bank, reverse the transaction and re-credit Customer’s Account.

## **11. Disclosure of Account Information.**

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

## **12. Account Statements.**

Your regular monthly Account statement will reflect each purchase and cash withdrawal charged to your Account and each credit applied to your Account during the monthly Account 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.

## **13. Transaction Receipts.**

You will have the option to print a receipt at the time you make any transfers to or from your Account using an ATM terminal, make a withdrawal from an ATM, make a purchase at a merchant where your Personal Identification Number (PIN) is required, make a cash advance at a financial institution, or make purchases using your Debit Card.

## **14. Right to Stop Payment.**

You are not permitted to stop payment on any purchase or cash withdrawals originated by use of the Card, and we have no obligation to honor any such stop payment request by you.

## **15. Limitations in Bank’s Responsibilities.**

The terminals, the Pulse system and any other system containing terminals at which the Card may be used are available for the convenience of Customer, and, except to the extent provided in Section 910 of the Electronic Funds Transfer Act, Bank is not liable for the unavailability of failure to operate all or any part of any system. Except for its own negligence, Bank is not liable for any personal injury or tangible property damage suffered or incurred by Customer of the Card at any terminal. Except to the extent provided in Section 910 of the Electronic Funds Transfer Act, Bank is not liable for any loss, cost, damage or expense incurred by Customer by reason of malfunction of any part of any system or failure to complete any transaction which is caused by natural disaster, fire, strike, war, riot or act of God or any other cause beyond the control of the Bank and any other entity which is part of or connected to any system; and Bank is not liable for consequential damages.

## **16. Our Liability if We Fail to Make Certain Transfers.**

If we do not complete a transfer to or from your Account on time or in the correct amount according to the Cardholder Rules when you have properly instructed us to do so, we will be liable to you for damages which you prove are directly caused by our action.

However, there are some exceptions to our liability. We will not be liable, for instance:

(a) if, through no fault of ours, your account does not contain enough money to make the transfer; (b) if the transfer would go over the credit limit on your overdraft line; (c) if the terminal or Pulse system was not working properly and you knew about the breakdown when you started the transfer; (d) if circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken; or, (e) other exceptions as stated in paragraph 15.

## **17. Customer Liability – Notification of Unauthorized Use.**

You will not be liable to Bank for unauthorized use of the Card over and above \$50.00, but; (a) if you furnish the Card to another person, you shall be deemed to have authorized all transactions which may be accomplished by the Card until you have given actual notice to Bank that further transactions are unauthorized, and (b) you shall immediately notify Bank of any loss, theft, disappearance or known suspected unauthorized use of Card. Such notice shall be given by telephoning **(608) 654-5121** during normal business hours and **(800) 264-5578** after hours or writing us at P.O. Box 70, Cashton, WI 54619. Upon request you shall confirm telephone notice in writing. You shall be obligated to pay Bank the amount of any money, property, or services obtained by the authorized use of the Card to the extent that Bank is unable to charge such amounts to the Account, and you hereby authorize the Bank to charge the amount of any such obligation to any other of your accounts at Bank.

## **18. Our Business Days.**

Our business days are Monday through Friday. Holidays are not included.

## **19. Multiple Party Accounts.**

Each customer who is a party to an account which is a joint Account hereby appoints each other Customer who is a party to such Account as Customer’s attorney with power to appoint one or more agents with power to use the Card to make withdrawals from such Account. Each Customer shall indemnify Bank for any tax it may be required to pay under Wisconsin Statutes by reason of withdrawals or payments from the Account, after the death of a Customer, to any person or to the survivor in the case of a joint Account.

## **20. Use of Card and PIN Number.**

The Card and PIN number are provided solely for customer’s use and protection. Customer shall at all times safely keep the Card and PIN number and not permit anyone else to use them. You should not record the PIN number on the Card or otherwise disclose or make it available to anyone else. Use the Card, PIN number, and terminals only as instructed by Bank. You should report to Bank any loss, theft, disappearance or known to suspected unauthorized use of the Card or any disclosure of the PIN number.

## **21. Limitations on Use of Card.**

Customer may not:

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

(b) Attempt any transaction without the use of a Card and, insertion of Customer's correct PIN which will be furnished by the Bank.

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

(d) Request (i) a withdrawal or transfer of funds from an Account 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, the credit limit of that line: (ii) a withdrawal or transfer in an amount in excess of any dollar limitations imposed by the terminal operator; or (iii) a withdrawal which exceeds limits as established and disclosed by the Bank.

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

(f) Obtain authorization of 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 (unless payable to a merchant); (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); or (vi) for an amount which exceeds the limits established and disclosed by the Bank.

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

## **22. Refunds on Purchase.**

Cash refunds will not be made to you on Purchases made with your Card. If a merchant who honors your Card gives you credit for merchandise returns or adjustments, the merchant will do so by initiating a credit to your Account. Unless your use of the Card results in an extension of credit, any claim or defense with respect to property or services purchased with your Card must be handled by you directly with the merchant or other business establishment which accepts the 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.

## **23. Goods or Services Purchased.**

We are not responsible for the refusal of any person to honor the Card. We are not responsible for any goods or services You purchase with the Card except when the Card is used as a credit card and the purchase was made in response to an advertisement we sent or participated in sending to customer, or the purchase cost \$50.00 or more and the transaction occurred in the same state or within 100 miles of the address to which your statements are sent.

## **24. Foreign Transactions.**

If your card is used to effect a transaction in a foreign currency, the transaction amount will be converted to U.S. dollars by VISA International and MasterCard International. VISA and MasterCard

convert foreign currency to U.S. dollars using either (1) The government mandated rate in effect for the applicable central processing date, or (2) A rate selected by VISA or MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA or MasterCard themselves receive. In each instance, this rate will be plus or minus any adjustment determined by issuer. The date of conversion by VISA or MasterCard may differ from the purchase date and the posting date identified in the monthly statement of your Account. You agree to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.

## **25. 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 Card except where these Rules provide differently.

## **26. Agreement to Comply With Rules.**

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

## **27. Your Rights If You Think There is an Error on Your Statement.**

We will not be obligated to comply with the error resolution requirements of Regulation E of the Federal Reserve Board unless You notify Us of an error orally or in writing.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS telephone us at (608) 654-5121 during regular hours or write to us at P.O. Box 70, Cashton, WI 54619 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 your statement or receipt.

## **YOU MUST CONTACT US ONLY AT THIS TELEPHONE NUMBER OR ADDRESS ABOUT YOUR ERRORS OR QUESTIONS.**

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.
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.
4. It will be helpful to us if you also give us a telephone number at which you can be reached in case we need any further information.

**IF YOU TELL US ORALLY, WE WILL REQUIRE THAT YOU SEND US YOUR COMPLAINT OR QUESTION IN WRITING, AT THE ADDRESS PROVIDED ABOVE, TO BE RECEIVED BY US WITHIN 10 DAYS.**

We will tell you the results of our investigation 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 it is necessary to do this, we will provisionally re-credit your Account 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, however, you have told us orally about your question or complaint and we did not receive your written confirmation within 10 business days or your oral report (after we asked you for it), we will not provisionally re-credit your Account. If we decide that there was 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 that we used in our investigation.

For point of sale transfers and foreign initiated electronic fund transfers, we may take 20 business days, after we hear from you, to tell you the results of our investigation, or alternatively, re-credit your Account and resolve the error within 90 days.

## **28. Amendments.**

We may amend the above terms and conditions at any time. We will give you written notice at least 21 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 may 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.



**BANK OF CASHTON**  
Since 1899

**Local: (608) 654-5121**  
**Toll Free: (800) 205-7203**

# *Information On Your New VISA® Check Card*

The Rules govern the relationship between The Bank of Cashton (Bank) and each (Customer) to whom is issued, or who is issued, or authorized to use a Bank of Cashton Check Card.

