



ACCOUNT HOLDERS

Individual Account Joint Account

Name 1: _____ SSN: _____

Name 2: _____ SSN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

I wish to use my ATM Card with these accounts:

Checking Number: _____ Savings Number: _____

THIS AGREEMENT governs the use of The Maries County Bank SHAZAM® CHEK Card ("Card") its access to a Checking or Savings Account, or any account so designated from time to time by the MARIES COUNTY BANK ("Bank") and is entered into by and between the Bank issuing the Card and the holder and/or user ("Cardholder") of any card issued, If authorized by Bank, the Cardholder may use the Card with a corresponding Personal Identification Number ("PIN") through the Automated Teller Machine.

The Cardholder and any other person using the Account, Card or PIN agrees to be bound by signing, accepting or using the Account, Card or PIN jointly and severally agree as follows:

- Cardholder agrees that by using or permitting use of the Account, Card, or PIN, Cardholder will be bound by the terms and conditions of the Agreement and any changes, modifications, or substitutions thereto which Bank may make at its sole discretion after due notice to Cardholder.
- In order to qualify for an Account, Cardholder must continuously maintain in good standing at Bank an Account. Cardholder shall be subject to all the terms and conditions established by Bank with respect to each program or account to all applicable Federal, State, and Local Laws, and to all regulations, rules and practices now or hereafter adopted by Bank with respect thereto.
- Bank will pick a PIN to be used to Activate Card and obtain use of Bank's ATM to make deposits, withdrawals, or to transfer funds from your checking to savings account, or from your savings to checking account, provided that both account numbers appear on the application for a Card. You may also obtain the current balance in your account during the hours that the ATM is linked directly to our computer system and to perform any other transactions from time to time, as may be authorized by Bank. The above services are only available at THE MARIES COUNTY BANK ATM Terminals. If you use a "non-proprietary" terminal, that is a terminal that is not a Maries County Bank ATM terminal, but is in a "network" that allows you access, you will only be able to make cash withdrawals, balance inquires and transfer of funds between accounts. The maximum withdrawal allowed at a Maries County Bank ATM will never be lower than \$5.00 or greater than \$500.00 per day. Activity in any account by use of the Card and PIN will result in nominal transaction charges as provided in your agreement with Bank when the Account was established.
- Cardholder understands and agrees that the Automatic Teller Machine (ATM) is provided as a convenience to enable Cardholders, by using the Card and PIN to make deposits, withdrawals, and transfers from and to the Cardholder's account with Bank, as provided above, and to tender such payments may be authorized by Bank. The Cards are provided by Bank for Cardholder's use and protection and at all times Cardholder will: (a) safely keep them and not permit any other Person to use them; (b) not disclose the PIN or otherwise make it available to anyone else; (c) use the Card, PIN, and ATM as instructed and for purposes authorized by Bank and not make or permit any unauthorized use thereof; (d) promptly notify the Bank of any loss or theft of the card; (e) be liable and responsible for the Card and PIN and for their use as provided in the Electronic Transfer Act and regulations thereunder in connection with the ATM prior to their surrender to Bank or prior to receipt by Bank of notice of their loss or theft.
- All deposits, withdrawals, transfers and payments by use of the ATM or the Card, or PIN are subject to this agreement and to all laws, rules and regulations and other agreements, except as herein modified, governing the Cardholder's Account(s). Cardholder agrees that their account number, when used in connection with the Card or PIN or ATM shall be, and is hereby adopted as, the signature of Cardholder, and the imprinting of such account number on any transaction slip as generated by the ATM, Card, or through the use of the PIN shall be, in all cases, Cardholder's signature on such transaction slip. In addition Cardholder agrees that said transaction slip generated by the ATM, Card or Pin in conjunction with cash withdrawals from Cardholder's account, shall be deemed a cash withdrawal and shall be deemed executed by Cardholder and the cash withdrawal received by Cardholder. Bank is authorized and directed to credit and charge, as the case may be, all deposits, withdrawals, and transfers to and from Cardholder's account and to accept all payments authorized by Bank, as, when and by whomsoever made the card, or through the use of the ATM, or Shazam Cirrus Network and Bank is fully protected in accepting, paying and applying the same without further inquiry as though specifically authorized by Cardholder. All transactions made through the use of the Card or PIN, or ATM are subject to verification, and transactions made after Bank's regular hours of operations may be treated as though made the next business day. In addition, all deposits, payments, and other transactions are subjected to receipt by Bank upon opening the machine and not later than the next business day after the transaction was made, and Bank's verification and collection thereof. Deposits made after 1:00 p.m. on any business day will be credited to the next day's business.
- Tell us at once if you believe your ATM card or PIN has been lost or stolen. Telephoning us immediately is the best way of keeping your possible losses to a minimum. You could lose all the money in your account. If you tell us within two business days, you can lose no more than \$50.00 if someone used your card without your permission. If you do not notify us within two business days after you learn of the loss or theft of your CARD or PIN, and we can prove we could have prevented someone from using your card without your permission had you reported the loss or theft to us you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, notify us at once. If you do not notify us within sixty days after the statement was mailed to you, you would not be reimbursed for any losses after the sixty days, if we can prove that we could have stopped the transfer(s) had they been reported in time. If good reason (such as a long trip or hospital stay) prevented you from notifying us, a reasonable time period will be extended. You may notify us by calling:

(573) 422-3323
 Monday – Thursday | 8:30 AM to 4:00 PM
 Friday | 8:30 AM to 5:00 PM
 Saturday | 8:00 AM to 11:00 AM
 *Holidays are not included.

The Maries County Bank
 P.O. Box 203
 205 Hwy 63 N
 Vienna, MO 65582

- Except for such as may result from Bank's gross negligence or willful misconduct, Bank is not responsible or liable for: (a) the safekeeping of, the loss or damage to any deposit or payment until received and verified by bank upon opening the ATM or (b) for any injury to persons; for any property loss or damage; or for any other detriment, however so occasioned, resulting from the misuse by any person or persons, of the Card, PIN or ATM or by any mechanical or operational failure thereof, the Cardholder waives all claims and releases Bank from all liability.
- Should, for any reason, use of your ATM card result in an overdraft of your account(s), you agree to pay the overdraft promptly, and the appropriate insufficient funds charge will assessed and collected.
- This agreement and Cardholder's rights to use the Card and PIN may be altered, amended, or terminated at any time by written notice mailed to Cardholder's last known address. Any such termination shall have no effect on the liability of Cardholders to Bank arising out of transactions occurring prior to said termination and the return to Bank of the Card. The Card remains the property of the Bank. Upon demand by the Bank, the Cardholder will return the Card to the Bank, Cardholder waives all demands and notices and agrees to pay all collection costs and expenses of collection and reasonable attorney's fees on appeal, if this agreement is enforced by legal processing or through an attorney-at-law. This agreement is binding upon the heirs, personal representatives and successors of the Cardholder, and if more than one Cardholder shall be jointly and severally liable hereunder.
- We will disclose information to third parties concerning your account or transfers only (a) where necessary for completing transfers, (b) in order to verify existence and condition of your account for a third party (such as a credit bureau or merchant), (c) in order to comply with government agency or court orders, or (d) upon receipt of your written permission.
- The ATM in some circumstances may retain the card and not return it to the Cardholder. Cardholder acknowledges that these restrictions are provided to protect both the Cardholder and Bank against wrongful use of the Card. Accordingly, Cardholder hereby releases Bank from any liability of claims which may result from the ATM's refusal to effect a transaction or from retention of the Card whether or not such action was actually warranted. Further, Bank shall not be liable to Cardholder because of inconvenience or embarrassment caused Cardholder by a breakdown or malfunction of the ATM.

SIGNATURES

I (we) have read The Maries County Bank Shazam® CHEK Card Agreement and Electronic Funds Transfer Disclosure (Regulation E), and understand and agree to the terms set forth.

Applicant Signature: _____ Date: _____

Co-Applicant Signature: _____ Date: _____

BIN #: _____ Branch: _____

Bank Employee Initials: _____ Date: _____





NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an ATM or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility
2. Mark each transaction in your account record, but not while at ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it has been stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lit. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.





WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

EFFECTIVE AS OF OCTOBER 1, 2017

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways.

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to a savings account, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

---What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number.
- Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions, unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

---What fees will I be charged if The Maries County Bank pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee up to \$30.00 each time we pay an overdraft.
- Consumer Checking Accounts – Maximum daily overdraft charge is \$150.00; Small overdrafts (\$10.00 and under) is no charge.
- Business Checking Accounts – There is no limit on the total fees we can charge you for overdrawing your account.

---What if I want The Maries County Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call (573) 422-3323 or complete the form below and present it to an employee at any facility or mail it to The Maries County Bank, Attention: Bookkeeping, P.O. Box 203, Vienna, MO 65582.

OVERDRAFT PAYMENT AUTHORIZATION

I do not want The Maries County Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.

I want The Maries County Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Printed Name: _____ Signature: _____

Date: _____ Account Number: _____

Written Confirmation Given To Customer: YES NO Bank Employee Initials: _____ Date: _____

