



Debit and ATM Card Agreement and Disclosure

This Debit and ATM Card Agreement ("Agreement") and Disclosure describes the Debit Card and the Automated Teller Machine ("ATM") Card (both referred to as the "Card") that is currently offered by Midwest Bank and Trust Company (the "Bank" or "we" or "us"). All transactions are subject to Federal Banking Regulations, the Uniform Commercial Code, STAR[®] and MasterCard[®] Agreements, Statutes of the State of Illinois and your account and credit agreements with the Bank.

Parts of this agreement and disclosure are not applicable to Health Savings Account Debit Cards. Please see a Banker for more information.

Authorization: By requesting, receiving, using, accepting a Card or authorizing another to use your Card, you and any authorized signer on your account agree to be bound by the following Agreement and authorize the bank to debit or credit your account (whichever is appropriate) for transactions made with or without your card.

Notice: You may terminate this agreement with us by notifying us in writing or by calling 1-877-U-Belong (823-5664). You shall remain liable for all transactions that have taken place during the time of this agreement. We may terminate the use of your card at any time. If you do not use your card for more than one year, we reserve the right to cancel your card.

Overdrafts: If a negative balance in your account results from the use of the Card or from any other transfer, you will be responsible for any overdraft fees and you must bring your account to a positive balance immediately. If use of your Card initiates an advance on a line of credit or overdraft protection, you will be subject to the separate Credit Agreement with the Bank. If you provide someone else with the ability to use your card, the bank will consider the transaction authorized by you and subject to all terms and conditions of this and your credit agreements.

Card Usage: The Card and Personal Identification Number (PIN) are provided solely for your use and protection. You are responsible for the safekeeping of the Card and PIN and agree; a) not to permit anyone else to use them; b) not to record the PIN on the Card or otherwise disclose or make it available to anyone else; and c) to use the Card, PIN and ATMs only as instructed and only for purposes authorized by the Bank. If there is more than one cardholder, each is jointly and severally liable for all transactions initiated by use of the card.

Deposits and Payments at Automated Teller Machines: All deposits and payments received through the ATM are subject to collection and verification. If the deposited check or draft is not paid or the cash is not received, the credit will be reversed.

Funds from deposits (cash or checks) made at ATMs we do not own or operate may not be available until the fifth business day after the day of your deposit. This rule does not apply to ATMs we own or operate. All ATMs that we own or operate are identified as our machines.

YOUR RIGHTS AND RESPONSIBILITIES

Consumer Liability: Tell us AT ONCE if you believe your Card or 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 applicable. If you tell us within 2 business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50.00 if someone used your Card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN 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, PIN or other means, 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 periods.

Contact in the Event of Unauthorized Transfer:

If you believe your CARD or PIN has been lost or stolen, call:
1-877-U-Belong (823-5664)

or write to:

Midwest Bank and Trust Company
Attn: E-Services
501 W. North Ave.
Melrose Park, IL 60160

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Business Days: For purposes of these disclosures, every day is a business day except Saturdays, Sundays and federal holidays.

All transactions received after our daily cutoff time on a business day will be treated and recorded as if initiated on our next business day. The business day cutoff time is different at some locations. The cutoff time may be as early as 2:00 p.m. or as late as 5:30 p.m. Check the cutoff time at the location where you transact your banking to verify your funds availability.

Types and Limitations of Transfers: You may use your CARD and PIN to:

- Withdraw cash from your checking or statement savings account.
- Make deposits to your checking or statement savings account.
- Transfer funds between your checking and statement savings accounts.
- Make payments to your loan / line of credit or Safe Deposit Box.
- Check account balances on your checking or statement savings account.
- Pay for purchases at places that have agreed to accept the CARD and PIN.
- Pay bills directly from your checking or statement savings account in the amounts and on the days you request.

Some of these services may not be available at all terminals. The types of transactions that you will be able to complete with your Card will depend on the specific checking and/or statement saving accounts ("Accounts") that you have designated for access.

Limitations on frequency of transfers: Transfers from a money market or savings account to another account or third parties by automatic, pre-authorized or telephone transfers are limited to six per month or statement cycle with no more than three by check, debit card, Point-of-Sale (POS) or similar order to third parties.

Transaction Limitations: Transactions are limited to \$3,000.00 within a 24-hour period, which consists of \$500.00 in cash and \$2,500.00 in Point-of-Sale (POS). Elite Checking customers only: Transactions are limited to \$5,500.00 within a 24-hour period, which consists of \$500.00 in cash and \$5,000.00 in Point-of-Sale (POS). These limitations are determined by and may change at the discretion of Midwest Bank.

Fees: ATM transactions at terminals owned by Midwest Bank and Trust Company are free. There will be a \$1.00 fee for each deposit, withdrawal or inquiry made at non-Midwest Bank owned ATMs that are not part of the Allpoint®, STARsf® or MoneyPass® networks. There is a replacement card fee of \$10.00. Fees will be charged in accordance with the current service fee schedule and will be deducted directly from your account.

When you use a non-Midwest Bank owned ATM that is not part of the Allpoint®, STARsf® or MoneyPass networks, you may also be charged a fee by the ATM operator or any network used and you may be charged for a balance inquiry even if you do not complete a transfer of funds. Midwest Bank and Trust Company is a member of the Allpoint®, STARsf® and MoneyPass® surcharge-free networks. As a member, this allows customers of Midwest Bank free access to their accounts at thousands of Allpoint®, STARsf® and MoneyPass® branded ATMs nationwide.

All ATM machines that we own or operate are identified as our machines.

Charges for Electronic Fund Transfers: We do not charge for pre-authorized withdrawals except when "limitations" on frequency are exceeded. We do not charge for direct deposits to any type of account.

Cash Rewards - Transactions qualifying for Cash Back Rewards are made by choosing "CREDIT" when making a purchase rather than choosing "DEBIT." Purchases made by entering your Personal Identification Number (PIN) or with your ATM Card do not qualify for Cash Rewards. Cash Rewards will be credited to your account by the 5th business day of every month for the previous month's transactions. Cash Rewards are calculated by multiplying your total qualifying purchase amounts for the month by 0.0025. You must earn at least \$1.00 in Cash Rewards and your card must be active to receive payment. May be subject to 1099 Reporting.

Right to Documentation - Direct Deposits, ATM and Point-of-Sale (POS) Transactions: If you arranged to have any direct deposits made to your account at least once every 60 days from the same person or company, you can call TeleBank at 1-800-471-4446 to find out whether or not the deposit has been made. You can obtain a receipt at the time you make any transfer to or from your account using one of our ATM machines or POS terminals.

Right to Stop Payment and Procedures: If you have authorized regular payments to be made out of your Account and we have not yet paid the item from your account; you can request a stop payment. Here is how:

Call or write us at the telephone number or address listed in the Error Resolution section, in time for us to receive notification three business days or more before the payment is scheduled. If you do call, we may also require you to submit your request in writing within 14 days after you call. We will charge you for each stop payment order.

Liability for Failure to Stop Payment of a Pre-Authorized Transfer: If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Notice of Varying Amounts: If these regular payments vary in amount, 10 days before each payment, the person you are going to pay will tell you 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 have set.)

OUR LIABILITY

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 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/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 transfer, despite reasonable precautions we have taken.
- There are other exceptions in our agreement with you.

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

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

See our Privacy Policy for details.

ERROR RESOLUTION

**In case of Errors or Questions About Your Electronic Transfers
Telephone us at 1-877-U-Belong (823-5664)**

or write to:

**Midwest Bank and Trust Company
Attn: E-Services
501 W. North Ave.
Melrose Park, IL 60160**

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.

- Tell us your name and account number.
- 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 10 business days.

We will determine whether an error occurred 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 we decide to do this, we will 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 we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, Point-of-Sale (POS), or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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.

Amendments: We may amend this agreement at any time. However, we will give you at least 30 days notice if any amendments result in greater costs or liability to you, or otherwise reduce access to your accounts, unless immediate change in terms is necessary to maintain or restore the security of the system or your accounts. The notice will be sent to you at the address shown on your account unless you have notified us in writing of another address.



Debit and ATM Card Application

I would like the following (choose one):

- Debit Card
- ATM Card

Note: A separate application must be filled out for each account holder.

Name:			
Address:			
City:			
State:		Zip Code:	
Home Phone #:		Work Phone #:	
Date of Birth:		Last Four Digits of Your Social Security Number:	
Midwest Bank Checking Account Number:			
Additional Midwest Bank Accounts (must be Checking or Statement Savings):			
By signing below, you certify that you have read the Debit and ATM Card Agreement and Disclosure and you agree to all terms and conditions of this agreement and any credit agreement associated with the issuance of a Debit or ATM card issued by Midwest Bank.			
Signature:			Date:
For Office Use Only:			
ID Type:	ID Number:	Verified By:	Date:

Please return completed application to any branch or mail to:
Midwest Bank and Trust Company
 Attn: E-Services
 501 W. North Ave.
 Melrose Park, IL 60160
 or fax to: 1-708-865-8784
 Please call 1-877-U-Belong (823-5664) with any questions.