

## MEMORY BANK DEBIT CARD CARDHOLDER'S AGREEMENT & ELECTRONIC FUNDS TRANSFER DISCLOSURE STATEMENT

### AGREEMENT

This Agreement and disclosure statement ("Agreement") applies to any Debit Card issued by Memory Bank, a division of Republic Bank & Trust Company ("Bank", "We", "Us," or "Our"). By signing an application for or using the Debit Card, you agree to be bound by the provisions of this Agreement. ("You," "Your," and "Yours" refer to each person who signs an application for or uses the Debit Card). This disclosure also sets forth your rights and obligations as a user of Memory Bank's electronic funds transfer services. It is also a statement of Memory Bank's rights and obligations as a provider of electronic fund transfer services.

### CONSUMER LIABILITY

Tell us AT ONCE if you believe your Debit Card or Personal Identification Number (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 (including your Overdraft Honor amount). If you tell us within two (2) business days after you learn of the loss or theft, your loss will be \$0 if someone used your Debit Card or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN, and we can prove we could have stopped someone from using your Debit Card or PIN without your permission if you had told us, you could lose as much as \$500. If your account statement shows transfers that you did not make, including those made by card, code or other means, tell us immediately. If you do not tell us within sixty (60) calendar days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) calendar days if we can prove that we could have stopped someone from taking the money if you had told us on 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.

### TELEPHONE NUMBER AND ADDRESS TO BE USED IN THE EVENT OF AN UNAUTHORIZED TRANSFER

If you believe your Debit Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission: Call us at 1 (877) 757-3400

Or, write to us at:      Memory Bank  
Attn: Client Service  
601 West Market Street  
Louisville, Kentucky 40202

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.

### MEMORY BANK BUSINESS DAYS

For purposes of these disclosures our business days are Monday through Friday. Transactions processed after the end of a business day will be counted on the next business day. The period from the end of Friday's business day until the beginning of the next business day is considered part of the next business day. Bank holidays are NOT considered a business day.

### TYPES OF AVAILABLE TRANSFERS

(a) Terminal transactions: Some of these transactions may not be available at all terminals. You may use your Debit Card to:

1. Purchase goods or services from any merchant or company that accepts MasterCard.\*
2. Obtain cash from any financial institution that accepts MasterCard.\*
3. Withdraw cash from your Memory Bank account at any Automated Teller Machine (ATM).\*\*
4. Obtain balance information from your Memory Bank account at any participating ATM.\*\*
5. Make deposits to your Memory Bank account at Memory Bank proprietary ATMs.
6. Transfer funds between your Memory Bank accounts whenever you request.
7. Pay bills directly from your account in the amounts and on the days you request.

\*You agree to sign a sales draft ("draft") or withdrawal slip for each purchase or cash withdrawal and credit voucher originated by the use of your Debit Card.

\*\* Non-Memory Bank ATM transactions will be assessed a fee per transaction. Please refer to our established fee schedule for rate of charge.

(b) Electronic Check Conversion: You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to (i) pay for purchases or (ii) pay bills.

(c) Prearranged Transfer: You may also authorize Memory Bank to automatically debit or credit your account to or from third parties including:

1. Accept certain direct deposits to your Memory Bank account.
2. Pay certain recurring bills from your Memory Bank account.
3. (a) Provisional Payment: Credit given by us to you with respect to an automated clearing house (ACH) credit entry is provisional until we receive

final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making the payment to you via such entry (i.e. the originator of the entry shall not be deemed to have paid you in the amount of such entry.)

3. (b) Notice of Receipt of Entry: Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your Memory Bank account, we are not required to give next-day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you.

3. (c) Choice of Law: We may accept on your behalf, payments to your Memory Bank account which have been transmitted through one or more ACH transactions and which are not subject to the Electronic Funds Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the law of the state where your account was opened.

### LIMITATIONS ON USE OF YOUR DEBIT CARD

When you want to use your Debit Card to purchase goods or services from a merchant or company or to make cash withdrawals from a financial institution, that merchant, company or financial institution may be required to obtain authorization for transactions over a certain dollar amount. As a security measure, we may limit the amount which may be withdrawn from your checking account by the Debit Card over certain periods of time. The use of your Debit Card may otherwise be limited by us at our discretion, and the privilege of using your Debit Card in no way constitutes an absolute right to withdraw funds from your checking account through the use of your Debit Card. If a transaction is approved, we reserve the right to place a hold on your checking account or your Debit Card for the approved amount.

This means we may not approve subsequent transactions and we may not pay other items drawn on your checking account even if the approved transaction is not completed. We will have no liability to you if, as a result of holds placed on your checking account when we approve any authorized use of your Debit Card, we refuse to pay any check, draft or other item drawn on your checking account. We will also have no liability to you if we do not authorize your use of the Debit Card for any reason.

There are limits on the number of transactions you can make and the dollar amount you can withdraw from ATMs each business day. The default daily limits on dollar amounts for our checking products is \$1,000 for point-of-sale (POS) and \$510 for ATM withdrawals\*. You can conduct 40 POS transactions and 20 ATM transactions each day. For additional information regarding your spending limits, please call us at 1 (877) 757-3400.

\*Please consider any applicable ATM fees as these will be applied to your ATM withdrawal amount.

### DISCLOSURE OF CHARGES FOR ELECTRONIC FUND TRANSFER ACTIVITY

(a) Transactions at a Memory Bank ATM--There are no extra charges for the initiation of (or the right to initiate) electronic fund transfers to or from any of your Memory Bank accounts in addition to the normal charges that apply to the account.

(b) Non-Memory Bank ATM transactions will be assessed a fee per transaction. Please refer to our established fee schedule for rate of charge.

(c) If you request a stop payment of any electronic banking transaction, you may be assessed a stop payment fee per item. Please refer to our established consumer fee schedule for rate of charge.

(d) If any electronic banking transaction is returned or there are insufficient funds in your account to complete your transaction, you may be assessed a fee per returned and/or NSF transaction. Please refer to our established consumer fee schedule for rate of charge.

(e) There will be a three-percent (3%) of the transaction amount fee assessed to all transactions occurring and/or billed in foreign countries.

(f) When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (including fees for a balance inquiry even if you do not complete a fund transfer).

(g) If you choose to have a card rushed to you, there will be a Special Handling Card Fee. Please refer to our established fee schedule for rate of charge.

### RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. To cancel payments, call us at 1 (877) 757-3400 or write to us at:

Memory Bank  
Attn: Client Service  
601 West Market Street  
Louisville, Kentucky 40202

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) business days after you call. Please refer to our established fee schedule for rate of charge. You waive the right to stop payment of any sales draft or other item originated by use of your Debit Card.

### **PREARRANGED TRANSFERS**

You can establish prearranged transfers on your Memory Bank account. If the amounts of the prearranged transfers vary, the person or company you are scheduled to pay will tell you when the payment will be made and how much it will be at least ten (10) days before each payment. (You may choose instead to get this notice only when 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). 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.

### **INTERNATIONAL TRANSACTIONS**

Purchases and ATM transactions occurring and/or billed in foreign countries will be debited to your checking account in U.S. dollars. The rate of exchange between the Transaction Currency and the Billable Currency used for processing of international transactions is the wholesale market rate or the government-mandated rate in effect on the processing date, increased by three percent. There will be a three-percent (3%) of the transaction amount fee assessed to all transactions occurring and/or billed in foreign countries.

### **MEMORY BANK'S OBLIGATIONS**

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 exceptions. We will not be liable, for instance:

1. If through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you are attempting to draw against deposits of checks, drafts or other non-cash items that have not yet been collected. Generally, a check is collected when we present it to the bank it is drawn on and that bank pays us its value.
3. If you are attempting to draw against funds deposited in an ATM before the amount of your deposit has been manually verified by us and credited to your account.
4. If the transfer would exceed the credit limit on your overdraft line.
5. If the ATM where you are making the transfer does not have enough cash.
6. If the ATM was not working properly and you knew about the breakdown when you started the transfer.
7. If circumstances beyond our control (such as a fire or flood) prevent the transfer despite reasonable precautions that we may have taken.
8. If the funds in the account have been offset by Memory Bank in payment of a delinquent loan or if the funds have been attached or otherwise proceeded against us as a result of a lawsuit that someone has brought against you or against a joint depositor on your account.

### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

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

1. Where it is necessary to complete transfers
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant
3. In the event we close your account due to a de client balance or excessive overdrafts
4. In order to comply with government agency or court orders
5. If you give us your written permission:
  - (a) Terminal Transfers. You can get a receipt at the time you make a transfer to or from your account using one of our ATMs.
  - (b) Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1 (877) 757-3400 to find out whether the deposit has been made.
  - (c) Periodic Statements. You will get a monthly account statement.

### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Call us at: 1 (877) 757-3400

Or, write to us at:      Memory Bank  
Attn: Client Service  
601 West Market Street  
Louisville, Kentucky 40202

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. We must hear

from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

1. Tell us your account number.
2. Describe the error or 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 you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within (10) ten business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this we will re-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 your written complaint or question involves a transfer resulting from a point of sale debit card transaction, our time periods shall be ten (10) business days, and ninety (90) calendar days in place of forty-five (45) calendar days. 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 re-credit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

### **MERCHANT DISPUTES**

If you have a problem with property or services purchased with your Card, you must first try in good faith to return them or give the merchant a chance to correct the problem before we can help you resolve the problem.

### **DUTY TO COOPERATE**

If you report any unauthorized transaction on your account, you agree to cooperate with us in our investigation of your claim. This includes submitting, upon our request, a written statement containing whatever information we reasonably require concerning your account, the transaction in question and the circumstances surrounding the claimed loss. Your failure or refusal to cooperate with us in our investigation may impede or limit the scope of the investigation, making it more difficult for us to determine that an unauthorized transaction occurred.

### **OVERDRAFTS**

Your Debit Card is NOT a credit card. If any draft originated by the use of your Debit Card results in an overdraft on your account, you will be notified. You agree to make immediate payment to us of the amount of such overdrafts together with such service charge or fee as set in forth your account Agreement. Please refer to our established fee schedule for rate of charge.

### **CLOSED ACCOUNTS**

You agree to pay us immediately for the amount of any drafts originated by the use of your Debit Card that we are unable to charge to your account because it is closed or funds are otherwise unavailable. In such event, you also agree to discontinue the use of your Debit Card immediately and to return it to us.

### **CANCELLATION OF CARDHOLDER PRIVILEGES**

We may refuse to issue a Debit Card and we may revoke your Debit Card privileges with or without cause or notice other than that required by federal or state law. Your Debit Card remains our property at all times and may be repossessed by us at any time. Upon cancellation of cardholder privileges, you must surrender the Debit Card to us or our authorized agent upon demand or knowledge of cancellation. You agree not to use or attempt to use an expired, revoked or otherwise invalid Debit Card. If the Debit Card is used other than as permitted by this Agreement, we may, at our option and without waiving any rights, recognize the transactions and debit or credit your account accordingly. The cancellation of Debit Card privileges, by you or by us, does not affect other rights and privileges under your account Agreement.

### **MISCELLANEOUS TERMS**

- (1) We have no liability or responsibility if, for any reason, your Debit Card is not honored by any merchant, company, financial institution or at other business establishment.
- (2) The Agreements, rules and regulations governing your accounts will continue to apply to any of your obligations to us and our responsibilities to you which are not covered by this Agreement.
- (3) The term "Sales Draft" as used herein means the paper document approved by us for use when a transaction is originated by a Debit Card.
- (4) We may rely on your address appearing on your application for the Debit Card, until we receive written notice in a change of address from you.
- (5) We may modify or amend this Agreement, in whole or in part, upon reasonable written notice in compliance with Federal law and regulations.
- (6) If any provision of this Agreement and Disclosure Statement is declared to be invalid by any court of law or appropriate regulatory body, the remaining provisions of the Agreement and Disclosure Statement shall not be affected thereby.
- (7) The descriptive headings of this Agreement and Disclosure Statement are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- (8) This Agreement will be governed by the laws of the state in which the account was opened.