

# BANK OF CASHTON HEALTH SAVINGS ACCOUNT (HSA) **DEBIT CARD APPLICATION**

**BANK OF CASHTON** P.O. Box 70

**CASHTON, WI 54619** 

PHONE: (800) 205-7203 / FAX: (608) 654-5297

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APPLICANT							
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FULL NAME							
ADDRESS(S)				SOCIAL SECURITY NUMBER (SSN)			
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new Bank of Cashton VI 5121 to obtain your "Eas By using this card, I agre understand that the Inte non-qualified expenditur	SA check card, you only SA check card, you only SA PIN Reference Number SA THE TENT OF THE	can do so by sonber".  conditions of the (IRS) limits unto the IRS.  Bank of Cash	topping into the he Bank of Cashtose of this account	u would like to select a PIN Bank of Cashton or calling on's cardholder agreement to qualified medical expensions and related disclosure.	g us at (608) 654 provided to me. nses and that any		
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Signature of HSA	Date	Signature of Power of Attorney Date (Person Designated in Section #5)					
		FOR INTER	NAL USE ONLY				
CARD#			CARD #				
Core System			Core System				
Card System			Card System				

## ELECTRONIC FUND TRANSFER DISCLOSURE

Bank of Cashton 723 Main Street PO Box 70 Cashton, WI 54619



www.bankofcashton.com (800) 205-7203

For purposes of this disclosure the terms "we", "us" and "our" refer to BANK OF CASHTON. The terms "you" and "your" refer to the recipient of this disclosure.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Debit Card and HSA Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

This disclosure contains important information about your use of EFT services provided by BANK OF CASHTON in relation to accounts established primarily for personal, family or household purposes. Please read this document carefully and retain it for future reference.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding holidays.

# ELECTRONIC FUND TRANSFER SERVICES PROVIDED

**DEBIT CARD SERVICES.** The services available through use of your debit card are described below.

#### **DEBIT CARD SERVICES:**

- You may withdraw cash from your checking account(s), savings account(s), NOW account(s), and Super NOW Account(s).
- You may make deposits into your checking account(s), savings account(s), money market account(s), NOW
  account(s), and Super NOW Account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), NOW account(s), and Super NOW Account(s).
- You may use your card at any merchant that accepts Visa® debit cards for the purchase of goods and services.
- PIN-LESS DEBIT TRANSACTIONS Visa<sup>®</sup>. When you use your card on the SHAZAM network(s) the transaction may be processed as a debit transaction without requiring PIN authentication ("PIN-less"). Transactions that are completed as PIN-less debit transactions will not be processed by Visa<sup>®</sup> and may post to your account as an ATM or Debit transaction rather than a Visa<sup>®</sup> purchase. The provisions of the Visa<sup>®</sup> cardholder agreement that relate only to Visa<sup>®</sup> transactions are not applicable to non-Visa<sup>®</sup> transactions.

Transactions completed as PIN-less debit transactions include, but may not be limited to, government payments, utilities, and property management fees.

### HSA DEBIT CARD SERVICES:

- You may make deposits into your Health Savings Account(s).
- You may make balance inquiries on your Health Savings Account(s).
- You may use your card at any merchant that accepts Visa® debit cards for the purchase of goods and services.
- PIN-LESS DEBIT TRANSACTIONS Visa<sup>®</sup>. When you use your card on the SHAZAM network(s) the transaction may be processed as a debit transaction without requiring PIN authentication ("PIN-less"). Transactions that are completed as PIN-less debit transactions will not be processed by Visa<sup>®</sup> and may post to your account as an ATM or Debit transaction rather than a Visa<sup>®</sup> purchase. The provisions of the Visa<sup>®</sup> cardholder agreement that relate only to Visa<sup>®</sup> transactions are not applicable to non-Visa<sup>®</sup> transactions.

Transactions completed as PIN-less debit transactions include, but may not be limited to, government payments, utilities, and property management fees.

#### ATM SERVICES.

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your Debit Card at our ATM terminals, you may access your accounts through the following network(s): SHAZAM, PLUS

**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.

POINT OF SALE TRANSACTIONS. Listed below are the cards you may use to purchase goods and services from merchants that have arranged to accept your cards as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your cards, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fee.

The following cards and the corresponding designated account(s) may be used for Point of Sale transactions:

- Debit Card: checking account.
- HSA Debit Card: Health Savings Account.

Your Debit cards may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

Health Savings Accounts (HSA). We permit you to access your HSA with a card. This service is offered for the convenience of managing your HSA. However, electronically accessing your HSA - for example, getting additional cash back on an HSA debit card transaction - can raise a variety of tax concerns. As a result, before electronically accessing your HSA make sure you are using the correct card. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with IRS Form 5305-C provided to you earlier.

CURRENCY CONVERSION - Visa®. CURRENCY CONVERSION - Visa®. When you use your card with the Visa® logo at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

**SERVICES PROVIDED THROUGH USE OF EAGLE 24 HOUR TRANSACTION LINE.** You may perform the following functions through use of EAGLE 24 HOUR TRANSACTION LINE:

- You may initiate transfers of funds between your checking and savings accounts, checking and money market
  accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, NOW
  accounts and money market accounts, Checking and Health Savings Accounts, and Savings and Health Savings
  Accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), NOW account(s), Super NOW Account, Health Savings Account, and Loan(s).

In addition, you may perform other transactions such as: withdrawal history about checking, savings, certificate of deposit or line of credit. You may also get deposit history about checking, savings or certificate of deposit. Finally, you may get transaction history about checking, savings, certificate of deposit or loan.

You may access your account for telephone transactions at the following number(s) and during the following hours:

- (800) 461-7430 (Toll Free 24 Hours)
- (608) 654-7412 (Local 24 Hours)

#### PREAUTHORIZED TRANSFER SERVICES.

• You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), NOW account(s), Super NOW Account(s), and Health Savings Account(s).

• You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), money market account(s), NOW account(s), Super NOW Account(s), and Health Savings Account(s).

**SERVICES PROVIDED THROUGH USE OF INTERNET BANKING.** BANK OF CASHTON offers its customers use of our Internet Banking service.

You may access your accounts by computer at www.bankofcashton.com and using your user name and password to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- make payments from checking to line of credit
- get balance information about checking, savings, certificate of deposit, line of credit or loans
- get withdrawal history about checking, savings, certificate of deposit, line of credit or loans
- get deposit history about checking, savings, certificate of deposit or line of credit
- get transaction history about checking, savings, certificate of deposit or line of credit

**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 pay for purchases or to pay bills.

Electronic Fund Transfers Initiated By Third Parties

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers.

Examples of these transfers include, but are not limited to:

- Preauthorized credits
- Preauthorized payments
- Electronic check conversion
- Electronic returned check charge

#### LIMITATIONS ON TRANSACTIONS

# TRANSACTION LIMITATIONS - DEBIT CARD.

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$500.00 through use of ATMs in any one day. You may make up to 3 withdrawals of cash through use of ATMs in any one day.

**POINT OF SALE LIMITATIONS.** You may buy up to \$700.00 worth of goods or services in any one day through use of our Point of Sale service.

**TOTAL DAILY LIMITS.** In addition to the ATM limit or Point of Sale limits disclosed above, a total daily limit is imposed on these transactions. The maximum amount of cash withdrawals and Point of Sale transactions is limited to \$700.00 in any one day.

## TRANSACTION LIMITATIONS - HSA DEBIT CARD.

**POINT OF SALE LIMITATIONS.** You may buy up to \$500.00 worth of goods or services in any one day through use of our Point of Sale service.

# OTHER LIMITATIONS.

- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.
- We reserve the right to impose limitations for security purposes at any time.

**LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS.** Federal regulation limits the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to an account you have with us and to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six (6) such transactions from each money market and/or savings type account(s) you have each month for purposes of making a payment to a third party or by use of a telephone or computer.

## NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

## RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.

**TRANSACTION RECEIPTS.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**PREAUTHORIZED DEPOSITS.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- the person or company making the deposit will tell you every time they send us the money.
- you can call us at (608) 654-5121 or (800) 205-7203 to find out whether or not the deposit has been made.

USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN"). In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify BANK OF CASHTON immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN via the telephone or contacting the Bank of Cashton at (800) 205-7203 and requesting a new Easy PIN Reference Number.

#### RIGHTS REGARDING PREAUTHORIZED TRANSFERS.

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: (800)205-7203

or

write to: Bank of Cashton

PO Box 70

Cashton, WI 54619

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are

going to pay ten days prior to the payment date of the amount to be deducted. 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.

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT. If you believe your Debit Card or PIN or internet banking access code has been lost or stolen,

call us at: (800)264-5578 (24 Hours a day)

or

write to: Bank of Cashton

PO Box 70 Cashton, WI 54619

You should immediately notify the Bank of Cashton of any loss, theft, disappearance or known suspected unauthorized use of your debit card. Please call the Bank of Cashton at (608) 654-5121 during normal business hours or (800) 383-8000 after hours.

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.

**CONSUMER LIABILITY.** Tell us AT ONCE if you believe your Debit Card or PIN or internet banking access code 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. If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN you can lose no more than fifty dollars (\$50) 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 given us notice, you can lose as much as five hundred dollars (\$500).

The limitations on your liability for unauthorized transfers described in the following paragraph do not apply to preauthorized automatic payments from your checking account(s), savings account(s), money market account(s), NOW account(s), Super NOW Account(s), and Health Savings Account(s). Unless you have complied with the procedures to stop the preauthorized payment described above, your liability for such unauthorized transfers is unlimited.

If your statement shows transfers you did not make (other than a preauthorized transfer), including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

## CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD AND HSA DEBIT

**CARD.** The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Visa® logo. These limits apply to unauthorized transactions processed on the Visa® or Plus Network.

If you notify us about an unauthorized transaction involving your card with the Visa® logo and the unauthorized transaction took place on the Visa® or Plus Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions if we reasonably determine, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or your card with the Visa® logo. The zero liability provisions do not apply to PIN-based or PIN-less debit transactions not processed by the Visa® or Plus Network, including ATM transactions outside of the United States.

Your liability for unauthorized transactions with your card with the Visa<sup>®</sup> logo that involve PIN-based or PIN-less debit transactions not processed by the Visa<sup>®</sup> or Plus Network, including ATM transactions, are described under "Consumer Liability" above.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS. In case of errors or questions about your electronic fund transfers,

call us at: (608)654-5121

or

write to: Bank of Cashton

PO Box 70

Cashton, WI 54619

or

email us at: info@cashton.com

or

use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact BANK OF CASHTON no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) 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 (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes 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. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. Visa's cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa® Check Card use within five (5) business days of notification of the loss.

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.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTION.** 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 as provided by law. 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 result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

## CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.

**PER TRANSACTION CHARGE.** We may assess a fee for each preauthorized transfer, ATM transaction, telephone transaction or Point of Sale purchase you make. Please see the applicable Fee Schedule to determine the applicable amount.

**FEE SCHEDULE.** The Fee Schedule referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from BANK OF CASHTON upon request.

**PREAUTHORIZED TRANSACTIONS.** There are no additional charges for your use of preauthorized electronic fund transfers except as stated in our Fee Schedule, which is incorporated into this document by reference.

**DISCLOSURE OF ACCOUNT INFORMATION.** We will disclose information to third parties about your account or electronic fund transfers made to your account:

- 1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
- 2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or

- 3. In order to comply with government agency or court orders; or
- 4. If you give us your permission in a record or writing.

**SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE.** Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

# ADDITIONAL PROVISIONS

Your account is also governed by the terms and conditions of other applicable agreements between you and BANK OF CASHTON.

Disclosures Regarding Electronic "Wholesale Credit"

Transacations Subject to Uniform Commercial Code Article 4A

# **Advisory Against Illegal Use**

You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

#### **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 in the amount credited to you in connection with such entry, and the party making 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.

# **Notice of Receipt of Entry**

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your 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.

# **Choice of Law**

We may accept on your behalf payments to your account which have been transmitted through one or more ACH and which are not subject to Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Wisconsin, unless it has otherwise specified in a separate agreement that the law of some other state will govern.