



702 N 2nd St
Natoma KS 67651
785-885-4234

436 N Main St
Russell KS 67665
785-483-2300

APPLICATION FOR ATM CARD OR DEBIT CARD

(A Southwind Bank checking account is required)

_____ InstaKey ATM Card

_____ MasterMoney Debit Card

Account Name: _____

Cardholder/Name #1: _____

Cardholder/Name#2: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Checking Account #:

Savings Account #:

I request the new card as checked above. I certify that all cardholders are 18 years of age or older. If I have requested but do not qualify for a debit card, please consider this an application for an ATM card. You are authorized to check my credit.

I have been instructed by Southwind Bank to memorize my Personal Identification Number (PIN), never to write it on my Card(s), and never to tell anyone my PIN except people who are authorized to sign on the account, and even then disclosure is at my discretion. I have also received and read the liability disclosures concerning the use of my Card(s).

Signature: _____ Date: _____

Signature: _____ Date: _____

**ATM/DEBIT CARD AGREEMENT
AND
ELECTRONIC FUND TRANSFERS AGREEMENT & DISCLOSURE**

Welcome to the convenience of automated banking transactions! By applying for a Southwind Bank ATM card or debit card, both hereafter referred to as the *Card*, you promise to be bound by this agreement and its rules and regulations.

USE OF THE CARD –

You can use this *Card* to access:

* Your checking account * Your savings account * Your money market account

- Your card must be individually authorized for each type of account to be accessed. When you apply for the *Card*, we will set up access to your regular checking account. You can ask us at any time to add or remove accounts from this access agreement: however, you can only access four accounts.
- We may limit or cancel your *Card* without notice if your credit standing changes, one or more of your accounts become overdrawn, or if needed to maintain the security of your account. We also reserve the right to terminate your *Card* service at any time.

WITHDRAWALS –

- InstaKey ATM card: You may use your *Card* to withdraw up to \$250 per day at an ATM. However you may not withdraw an amount that exceeds your account balance.
- MasterMoney debit card: You may use your *Card* to withdraw up to \$500 per day at an ATM. Your point-of-sale transactions and transfers are limited to \$1,000 (or your approved limit). However, you may not withdraw an amount which exceeds your account balance.

APPLICABLE FEES –

- There is no charge for using a terminal owned by Southwind Bank.
- You will be charged \$1.00 for each transaction, which includes balance inquiry, at an ATM not owned by the Bank.
- You will be charged a fee of \$5.00 for a replacement *Card*.
- These fees will be debited automatically from your account and will be described on your statement.

PERSONAL IDENTIFICATION NUMBER (PIN) –

This secret number, together with the *Card*, is needed to use Southwind Bank's terminals and terminals displaying the logos shown on our *Card*. You authorize us to carry out any instructions given by a holder of the *Card* who also uses the PIN. You agree not to allow anyone else to use either the *Card* or the PIN. You also agree not to write your PIN on the *Card* itself or carry it with the *Card*.

LIMITATIONS –

Except for your rights and our responsibilities stated in this agreement, those described in the electronic fund transfers disclosure, and in cases of gross negligence or willful misconduct, we are not responsible for any loss, injury or harm resulting from the use of the *Card*, our terminals or electronic fund transfers services, and you waive all such claims.

CHANGE OF TERMS –

We reserve the right to change the terms of this agreement at any time. If the change restricts, limits or reduces your rights under this agreement, we will give you notice by mail to the address in our records. If your rights are not restricted, limited or reduced by the change, (For example: allowing more money to be withdrawn each day) we will post a notice in the Bank.

LOST OR STOLEN CARD –

If your *Card* or PIN has been lost or stolen, call us immediately at 785-483-2300 or toll-free 1-800-522-0172. To report after hours or weekends, call 1-877-226-2351.

**ELECTRONIC FUND TRANSFERS
YOUR RIGHTS AND RESPONSIBILITIES**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

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 – You may make arrangements for certain direct deposits to be accepted into your checking or savings.
- Preauthorized payments – You may make arrangements to pay certain recurring bills from your checking or savings.
- 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 pay bills.
- Electronic return check charge – You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

InstaKey ATM Card transactions – type of transactions – You may access your account(s) by ATM using your InstaKey ATM Card and your personal identification number (PIN) to:

- Withdraw cash from checking or savings (you may withdraw no more than \$250 per day (2pm to 2pm))
- Transfer funds from all deposit accounts to all deposit accounts
- Get balance information about checking or savings

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

MasterMoney Check Card ATM transactions – types of transactions – You may access your account(s) by ATM using your MasterMoney Check Card and your personal identification number (PIN) (as applicable) to:

- Withdraw cash from checking or savings (you may withdraw no more than \$500 per day (2pm to 2pm))
- Transfer funds from all deposit accounts to all deposit accounts
- Get balance information about checking or savings

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

MasterMoney Check Card point-of-sale transactions – types of transactions – You may access your checking or your savings account(s) by debit card to do transactions that participating merchants will accept, including:

- Purchase goods in person, by phone, or online
- Pay for services in person, by phone, or online
- Get cash from a participating merchant or financial institution
- Purchase up to \$1,000 (or your approved limit) worth of goods or services each day

Southwind eBanking – types of transfers – You may access your account(s) through internet banking at www.southwindbank.net or by mobile banking application using your Username and Password to:

- Transfer funds from checking or savings to checking, savings, or loans
- Transfer funds from line of credit to checking or savings
- Get balance information about checking, savings, certificates of deposit or loans
- Get transaction history about checking, savings, certificates of deposit or loans

Bill Payment – types of transfers – You may access this service through internet banking at www.southwindbank.net using your Username and Password. You may access this service to:

- Make payments from your checking account(s) to designated payees
- Limits and Fees –** Please refer to our fee disclosure for information about fees and limitations that may apply to these electronic fund transfers.

ATM Operator/Network 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).

Limitations on the frequency of transfers – In addition to those limitations on transfers elsewhere described, if any, the following limitations apply to your savings and/or money market account(s):

- During any calendar month or statement cycle of at least four weeks, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order of instruction, or by check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the financial institution.

Documentation

Terminal transfers – You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

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:

- The person or company making the deposit will tell you every time they send us the money.
- You can call us at 785-885-4234 to find out whether or not the deposit has been made.

Periodic statements – You will get a monthly account statement from us for your checking account(s). You will get a monthly account statement from us for your savings account(s), unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

Preauthorized Payments

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. Here is how:

- Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three 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 14 days after you call.

Notice of varying amounts – If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, 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 set.)

Liability for failure to stop payment of preauthorized 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.

Financial Institution's Liability

Liability for failure to make transfers – If we do not complete a transfer to or from your account(s) 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 you have an overdraft line and the transfer would go over the credit limit.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or 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 that we have taken.
- There may be other exceptions stated in our agreement with you.

Confidentiality

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

- where it is necessary for completing transfers; or
- in order to verify the existence and condition of your account(s) 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 written permission.

Unauthorized Transfers

(a) Consumer liability – Tell us AT ONCE if you believe your card and/or 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. You could lose all of the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code 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 long trip or a hospital stay) kept you from telling us, we will extend the time period.

MasterCard Debit Card – Additional Limits on Liability – You will not be liable for any unauthorized transactions using your MasterCard debit card, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) you becoming aware of a loss or theft, you promptly report the loss or theft to us. MasterCard is a registered trademark of MasterCard International Incorporated.

(b) Contact in event of unauthorized transfer –

- If you believe your Card/PIN has been lost or stolen, call us at (785) 483-2300 or toll-free at (800) 522-0172, or write us at Southwind Bank, Card Services, PO Box 433, Russell, KS 67665. After hours and weekends call toll-free (877) 226-2351.
- If you believe that someone has transferred or may transfer money from your account without your permission, for example, by using the information from your check, call or write us at the telephone number or address listed below.

Error Resolution Notice

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure 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 (if any).
- 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 (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you has an established account with us before the account is opened.

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.

If you have inquiries regarding your account, please contact us at:

Southwind Bank
ACH Bookkeeping
702 N 2nd St
PO Box 40
Natoma, KS 67651-0040

BUSINESS DAYS: Monday, Tuesday, Wednesday, Thursday and Friday
Holidays are not included
PHONE: 785-885-4234 or toll-free 1-888-483-4230

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST