

Old Second Payday Card Terms and Conditions

Please read these terms and conditions for important information regarding your Old Second Payday Card ("Card") and keep it for future reference. The Card allows you to make purchases wherever MasterCard is honored. It is not a credit Card. It is a prepaid MasterCard allowing you to access funds you have placed on the Card. In these terms and conditions "you" and "your" mean any person who has received the Card or is authorized to use it as provided for in these terms and conditions, and "we", "us", and "our" mean Old Second National Bank. By accepting and using this Card, you agree to be bound by the terms and conditions contained in this agreement. The Card is the property of Old Second National Bank and must be surrendered upon demand.

1. USING YOUR CARD

- a) The Card is a prepaid Card. The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other accounts you may have at the bank. You will not receive interest on the funds on the Card. The balance on the Card is insured by the FDIC to the insurance limits. (See item 18)
- b) We will issue you a PIN (personal identification number). You may use your Card and PIN to obtain cash from any ATM (automated teller machine). You should not keep your PIN with the Card.
- c) Your Card can be used anywhere MasterCard Cards are accepted to pay for merchandise and services, including online purchase transactions. You can use the Card as often as you like, provided that you do not exceed the value stored on the Card. We may restrict the use of your Card if we notice excessive use of your Card or other suspicious activities. Access will be reinstated once we have notified you and rectified any issues.
- d) The use of your Card to purchase goods and services from merchants constitutes a simultaneous withdrawal from and/or demand upon the value on your Card. You cannot "stop payment" on any transaction after it has been completed. If you have a problem with a purchase you make with the Card, or if you have a dispute with the merchant, you must deal directly with the merchant involved. If you are entitled to a refund for any reason relating to a Card transaction, you agree to accept the refund under the policy of that specific merchant. Refunds may be in the form of a credit to your Card, cash refund or in-store credit. You may not use your Card for, and we may decline authorization for, any illegal transaction. We may decline authorization for any Internet gambling transaction. We are not liable for declining authorization for any particular transaction, regardless of our reason.
- e) You are responsible for all authorized transactions initiated by use of your Card. If you permit someone else to use your Card, we will treat this as if you have authorized this person to use your Card and you will be responsible for any transaction initiated by such person with your Card.
- f) You may make pre-authorized regular payments through the use of your Card.
- g) If you do not have a sufficient balance on a Card to make a purchase, you can request the merchant to use the remaining balance on the Card and use another form of payment to pay the difference, subject to the policy of the merchant. This is called a "split transaction".
- h) You are not allowed to exceed the available balance on the Card through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on the Card creating an overdraft you shall remain fully liable to us for the amount of the transaction. You agree to pay us promptly for the overdraft. We also reserve the right to cancel the Card should you create one or more overdrafts.
- i) Some merchants - for example, restaurants, mail-order companies and hotels- require the Card have an available balance greater than the purchase amount to ensure sufficient funds for tips or incidental expenses. Use of the Card at automated fuel dispensers requires a minimum balance of \$75.00. However, only the actual amount spent will be deducted from the Card.
- j) You should get a receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipt to verify your transactions.
- k) The daily withdrawal limits for the Payday Card are:
 - ATMs (Automated Teller Machines) - \$500.00
 - POS (Point of Sale) - \$1,000.00
 - Cash Advance- not to exceed the available balance on the Card.

2. LIMITATIONS

- a) You may not add funds to your Card, only your employer is authorized to add funds.
- b) Your employer is limited to 30 value loads during a 30 day period. The total value per period is not to exceed \$5000.00
- c) You cannot place a stop payment on Card transactions.

3. EXPIRATION OF CARD

Cards will expire 24 months from the issue date and a re-issue Card will be provided.

4. CUSTOMER SERVICE, BALANCE AND TRANSACTION INQUIRIES.

You may obtain information about the amount of money you have remaining on your Payday Card by calling 1-866-466-0072. This information along with a 60-day history of account transactions is also available 24 hours a day, 7 days a week online at www.oldsecond.com. Click on the reloadable Card link.

You also have the right to obtain a 60-day written history of your account transactions by calling 1-866-466-0072, or by writing us at:

Cardholder Services
P O Box 551916
Ft Lauderdale, FL 33355-1916

5. FEES AND CHARGES

- a) Lost / Stolen Card replacement fee: \$10.00
- b) Cancel / Refund: \$10.00
- c) Inactive / dormant: \$2.50 per month (Charged after any 12 month period of inactivity)
- d) Foreign Exchange Processing Fee: 1% of Transaction
- e) ATM Balance Inquiry Fee: \$1.00
- f) ATM Withdrawal Fee:
 - Old Second ATM: FREE
 - Non-Old Second ATM: \$1.50

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 transfer).

6. LOST AND STOLEN CARDS

THE OLD SECOND PAYDAY CARD IS LIKE CASH, YOU AGREE TO USE YOUR BEST EFFORTS TO PROTECT YOUR CARD AGAINST LOSS, THEFT OR UNAUTHORIZED USE.

Contact in Event of Unauthorized Transfer – If you believe your card and/or code has been lost or stolen call: 1-866-466-0072

or write us at:
Cardholder Services
PO Box 551916
Ft Lauderdale, FL 33355-1916

A replacement Card will be issued for Cards reported as lost or stolen for the remaining balance less the replacement Card fee.

CONSUMER LIABILITY

Tell us AT ONCE if you believe your Card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money on your Card. If you tell us within two 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. Also, if you do NOT tell us within two 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 card history 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 earlier of the date you electronically accessed your card history (if the error could be viewed in your electronic history) or the date we sent the FIRST written history to you on which the error appeared, 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 period.

MASTERCARD DEBIT

Additional Limits on Liability for OSNB Payday cards. You will not be liable for any unauthorized transactions using your MasterCard Payday 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) upon 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.

7. REPLACEMENT CARDS

Old Second provides 24-hour toll-free support. Immediately report any problems or a lost or stolen Card by calling 1-866-466-0072. A replacement Card will be issued and any available balance will be transferred to the new Card, less a \$10.00 replacement Card fee that will be deducted from the Card's available balance.

8. ERRORS/DISPUTED TRANSACTIONS- REG E

Records detailing the use of your Card are available by visiting www.oldsecond.com.

In Case of Errors or Questions about your Payday Card Transactions:

Telephone us at 1-866-466-0072

Or Write us at: P O Box 551916, Ft Lauderdale, FL 33355-1916

Or email us at: osbprepaidCards@oldsecond.com

Notify us as soon as you can, if you think an error has occurred on your Old Second Payday Card. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 1-866-466-0072 or writing us at P O Box 551916, Ft Lauderdale, FL 33355-1916. You will need to tell us:

- Your name and Payday Card Number.
- Why you believe there is an error, and the dollar amount involved.
- Approximately when the error took place.

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, 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.

If you need more information about our error-resolution procedures, call us at 1-866-466-0072 or write us at PO Box 551916, Ft Lauderdale, FL 33355-1916.

9. BUSINESS DAYS

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

10. FUNDS AVAILABILITY

FUNDS AVAILABILITY POLICY FOR OLD SECOND PAYDAY CARD

Payroll Deposits-Funds will be deposited to this Card on your designated Payday and will be available for withdrawal the same day.

DETERMINING THE AVAILABILITY OF A DEPOSIT

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays. If an electronic deposit is received by the Bank before closing on a business day that we are open, we will consider that day to be the day of the deposit. However, if an electronic deposit is received after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Direct deposits of electronic payments, such as payroll direct deposits, are available on the business day they are deposited.

11. OUR LIABILITY FOR FAILURE TO MAKE TRANSACTIONS

If we do not complete a transaction arising from the use of your Card on time or in the correct amount according to our agreement with you, we may 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 funds available on your Card.
- If the merchant refuses to accept your Card.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If access to your Card has been blocked after you reported the Card lost or stolen.
- If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken.

12. BANK LIABILITY

This policy does not apply to any unauthorized electronic fund transaction that does not involve the use of the Card. "Unauthorized" is considered a transaction that is initiated by someone other than you and you receive no benefit from the transaction. A transaction is not considered unauthorized if you furnish the Card or PIN to another person or if we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use. Reasonable time will be determined in our sole discretion based on the circumstances but in no event will be less than the timeframes specified under the Electronic Fund Transfer Act or Regulation E. Unless otherwise provided by law, our liability under this policy is limited to reimbursing customers for the face amount of any unauthorized transaction subject to the terms and conditions set forth herein, and we shall not be liable for any claims of special, indirect or consequential damages.

13. AMENDMENTS

We may change these terms and conditions at any time. If we do so, we will notify you in writing if required by law (in which case, changes will be effective on the date specified in the notice). Changed terms will apply to the outstanding balance of your Card as well as to any transactions after the date of the change. In any event, use of your Card after the date of the change will confirm that you agree to the change.

14. TRANSFERS

We may transfer all or part of your Card balance, along with our rights under these terms and conditions, to another person or entity. That person or entity will then be entitled to enforce our rights under these terms and conditions. You may not transfer your rights or obligations under these terms and conditions or to the Card balance, except through regular use of the Card at MasterCard merchants.

15. NON U.S. TRANSACTIONS

The Card is intended for use in the U.S. If a transaction is made in a currency other than U.S. Dollars, it will be converted to U.S. Dollars under the current regulations established by MasterCard and may include a margin and/or fees charged directly by MasterCard. Conversions may occur on a date other than the date of the transaction, which may affect the conversion rate used.

16. GOVERNING LAW

Illinois law, regardless of where you reside, governs these terms and conditions and your Card. You agree that all these terms and conditions are material to the determination of interest. The invalidity of any provision of this Agreement shall not affect other provisions. Bank may change the terms of this Agreement at any time. The change will be effective immediately if necessary for security reasons, otherwise upon posting notice of the change in our lobbies or, at our option, by our mailing notice of the change to you.

17. DISCLOSURE OF INFORMATION TO THIRD PARTIES

We may disclose information to third parties about your Card or the transactions you make:

- Where it is necessary for completing the transaction;
- To verify the existence and condition of your Card to a third party;
- To utilize services of third parties and affiliate entities who assist us in providing the Card and related services;
- To comply with government agency rules or court orders or other legal proceedings;
- If you give us permission;
- To our employees, auditors, affiliates, service providers or attorneys as needed.

18. FDIC INSURANCE

Funds on your Card will be insured up to the FDIC insurance limits. To review the FDIC insurance guidelines logon to: <http://www.fdic.gov/deposit/deposits/insured/index.html>

**24 Hour Prepaid Card Customer Service
1-866-466-0072**