

Old Second Money Connection Prepaid Card

Terms and Conditions

Please read these terms and conditions for important information about your Old Second Money Connection Prepaid 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 13)
- (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 a 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 plus any applicable fees or charges. You agree to pay us promptly for the overdraft and any overdraft fees or charges. 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, 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.

2. EXPIRATION OF CARD

Non-personalized cards will expire 18 months from the issue date and will not be re-issued. Personalized cards will expire 24 months from the issue date and a re-issue card will be provided.

3. CUSTOMER SERVICE; BALANCE AND TRANSACTION INQUIRIES.

Statements in electronic format will be available free of charge. You can review your Card balance and transaction history 24 hours a day, 7 days a week at www.oldsecond.com

4. FEES AND CHARGES

- (a) Card Purchase Price: \$5.00
- (b) Card Re-load Fee : \$2.00
- (c) Replacement Fees Lost / Stolen: \$10.00
- (d) Cancel / Refund: \$10.00
- (e) Inactive / Dormant: \$2.50 per month (Charged after 180 days of inactivity)
- (f) ATM Withdrawal Fee: Old Second ATM: FREE
- (g) ATM Withdrawal Fee: Non-Old Second ATM: \$1.50
- (h) ATM Balance Inquiry Fee: \$1.00
- (i) Overdraft per Item: \$33.00
- (j) Foreign Exchange Processing Fee 1% of Transaction

5. LOST AND STOLEN CARDS

THE OLD SECOND MONEY CONNECTION PREPAID CARD IS LIKE CASH, YOU AGREE TO USE YOUR BEST EFFORTS TO PROTECT YOUR CARD AGAINST LOSS, THEFT OR UNAUTHORIZED USE. YOU ASSUME ALL RISKS OF LOSS FROM A LOST OR STOLEN CARD

A replacement card will be issued for Cards reported as lost or stolen for the remaining balance less the replacement card fee. To report a card lost or stolen call **1-866-466-0072**.

6. ERRORS / REPLACEMENT CARDS

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

In case of suspected errors or questions about transactions arising from the use of your Card, or if any records you see show transactions that you didn't make, or to request a replacement card call us toll free at 1-866-466-0072 or write us at:

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

We must hear from you no later than 60 days after the date of the transaction in question and you must provide the following information:

Your name and card number; a description of the error or the transaction you are unsure about, and 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 tell us orally, we may require that you send your complaint or question in writing within 10 business days.

7. 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, we will not be liable:

- (a) If, through no fault of ours, you do not have enough funds available on your card
- (b) If the merchant refuses to accept your card
- (c) The terminal where you were making the transaction was not working properly
- (d) If access to your card has been blocked after you reported the Card lost or stolen
- (e) 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

8. 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.

9. 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.

10. 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.

11. 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.

12. DISCLOSURE OF INFORMATION TO THIRD PARTIES

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

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

13. 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>