

**AGREEMENTS AND DISCLOSURES GOVERNING THE  
HOYNE SAVINGS BANK STAR® NETWORK ATM/VISA® CHECK CARD**

**The following two agreements and disclosure statements are the agreements governing your use of the Hoyne Savings Bank STAR® Network ATM/VISA® Check Card. When used as a VISA® Check Card, the Hoyne Savings Bank VISA® Check Card Agreement and Disclosure Statement will apply. When used as an ATM Card, the Hoyne Savings Bank STAR® Network ATM Card Agreement and Disclosure Statement will govern.**

**HOYNE SAVINGS BANK VISA® CHECK CARD  
AGREEMENT AND DISCLOSURE STATEMENT**

Each person who has signed and submitted a **Hoyne Savings Bank STAR® Network ATM/VISA® Check Card** application agrees to be bound by these rules.

**1. Definitions**

In these rules: “Account” means your checking account with the bank, which is described in your card application. “CARD(s)” means the **VISA® Check Card**, which has been issued to you by the bank, and any additional CARD(s) or renewals we issue. “We”, “us”, and “our” means Hoyne Savings Bank. “You”, “your”, and “yours” means each person who is a party to the account and who applied for the CARD.

**2. Card Ownership; Termination**

The CARD(s) we issue remain our property at all times and, if we request, you agree to return and surrender all CARD(s) we issue to you upon demand. We may terminate your right to use the CARD(s) at any time for any reason. We may at any time, in our sole discretion, limit or cancel your privileges to use your CARD. You may terminate this Agreement with us by notifying us in writing or returning your CARD(s).

**3. Card Usage; Using the Card**

You agree that you will not make your CARD available to anyone else. If you allow someone other than the person who signs this agreement to use your CARD, those transactions violate this agreement and the bank will consider these as transactions authorized by you. You may use your CARD to purchase goods or services (“purchases”) wherever the CARD is accepted. We have no obligation to you if anyone refuses to honor the CARD.

**4. Authorization to Debit or Credit the Account**

Each time your CARD is properly used you authorize us to debit or credit your account (whichever is appropriate) for the total amount shown on any sales draft, withdrawal order or credit voucher originated by use of the CARD, whether or not signed by you, and we are permitted to handle such sales drafts, order, and vouchers in the same way we handle authorized checks drawn on or deposited into your account.

**5. Limitations on the Frequency of Transfers and Withdrawals**

You agree that you will use the CARD only if the available balance in your account will be sufficient to pay the amount of the purchase. For security reasons, we will

establish an Approval Limit on the dollar amount of purchases you may make. Your CARD transaction limit shall not exceed the LESSER of; the current balance in your designated checking account, or \$1,000.00 during any 24-hour period. Withdrawals are subject to the availability of funds in your account. You agree that any purchase transaction may be subject to authorization by us or by a VISA authorization center and no authorization will be given if the dollar amount of all outstanding purchases will exceed your approval limit. (Note: There are separate withdrawal limits for ATM transactions as described in the STAR® Network ATM Card Agreement and Disclosure Statement.) You shall be obligated to pay us the amount of any money, property and services obtained by the authorized use of the CARD to the extent that we are unable to charge such amounts to the account, and you authorize us to charge the amount of any such obligation to any other of your accounts with us.

**6. Overdrafts**

If use of your CARD overdraws your account, you will be notified and you agree to make immediate payment to the bank of the amount of any such overdrafts together with such service charges as we may impose. In addition, whenever your account is overdrawn according to our records, we have the right to return unpaid any checks or other orders on your account which are presented to us and to assess a service charge for making such returns.

**7. Refunds on Purchases**

Cash refunds will not be made to you on purchases made with your CARD. If a merchant who honors your CARD gives you credit for merchandise returns or adjustments, the merchant will do so by applying a credit to your account. Unless your use of the CARD results in an extension of credit, any claim or defense with respect to property or services purchased with your CARD must be handled by you directly with the merchant or other business establishment which accepts the CARD and any such claim or defense which you assert will not relieve you of your obligation to pay the total amount of the sales draft plus any appropriate charges we may be authorized to make.

**8. No Right to Stop Payment**

You are not permitted to stop payment on any purchase originated by use of the CARD, and we have no obligation to honor any such stop payment request by you.

**9. Joint Account; Notices**

If your account is owned jointly with one or more other persons, the application for the card must be signed by all of you and each of you will be both individually and jointly responsible for any obligations which arise from use of the CARD. Any notice which we give will be sufficient if given in writing and mailed to any one of you at the address to which your account statements are sent.

**10. Statements**

Your regular monthly account statement will reflect each purchase charged to your account and each credit applied to your account during the monthly account cycle and the related fee, if any. You will also receive a receipt whenever you make a purchase.

**11. Customer Liability-Notification of Unauthorized Use**

If you furnish the CARD to another person, you will be deemed to have authorized all

transactions which may be accomplished by the CARD until you have given actual notice to us that further transaction are unauthorized. You will immediately notify us of any loss, theft, disappearance or known suspected unauthorized use of the CARD. You can provide this notice by calling the Hot Card Service Center at 800-554-8969 during non-business hours or Hoyne Savings Bank at 773-283-0413 or 773-283-0414 during normal business hours. Upon request, you will be obligated to pay us the amount of any money, property or services obtained by the authorized use of the CARD to the extent that we are unable to charge such amounts to the account. You also authorize us to charge the amount of any such obligation to any other of your accounts with us.

## **12. Your Possible Losses and Liability**

If you believe your CARD has been lost, stolen, misused or that someone has transferred or may transfer money from your account without your permission. Telephoning is the best way of keeping your possible losses down. You agree to immediately call us AT ONCE at (773) 283-0413 or (773) 283-0414 or write to us at 4786 North Milwaukee Avenue, Chicago, Illinois, 60630. You could lose all the money in your account(s). If you believe your CARD has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your CARD without permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your CARD and we prove we could have stopped someone from using your CARD without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers or Point-of Sale ("POS") transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (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) keeps you from telling us we will extend the time periods. You agree to pay reasonable costs including our attorney's fees in the event of suit enforcing this Agreement.

## **13. Confidential Account Information Disclosure**

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

- 1)-where it is necessary for completing transfers; or
- 2)-in order to verify the existence and conditions of your account for a third party, such as credit bureaus, merchants and affiliates of the Bank; or
- 3)-in order to comply with government agency, appropriate law enforcement authorities or court orders; or
- 4)-when we are attempting to collect an obligation owed to us; or
- 5)-if you give us your written authorization; or
- 6)-if any of your accounts become delinquent, overdrawn, or closed for misuse, information may be released to attorneys, accountants, collection bureaus, financial institutions and others involved in collections, adjustment settlement or reporting of accounts.

## **14. Foreign Transactions**

Purchases you make in foreign countries and foreign currencies will be charged to your account in U.S. Dollars. The conversion will be made in accordance with VISA®

operating regulations and conversion rates for international transactions, and the conversion rates may not be the same as on the transaction date.

### **15. Fees and Charges**

We may charge a fee for your card or its use. If we charge such a fee, we will disclose such fee in our "Schedule of Fees and Services" brochure. These service fees are subject to change at any time. You will be responsible at all times for the charges, if any, ordinarily associated with your account, such as account maintenance and overdraft charges. (Note: There are separate fees associated with ATM and POS transactions as described in the STAR® Network ATM Card Agreement and Disclosure Statement.) You authorize us to deduct the fees directly from your account.

### **16. Our Liability for Failure to Make Transfers**

If we fail to complete a transfer from your account, we will be responsible for your losses or damages to the extent provided by law. However, there are some exceptions. We will not be liable, for instance:

- 1)-if through no fault of ours, your account does not contain enough money to make the transfer. Please refer to the Funds Availability Schedule, to determine when funds are available for withdrawal;
- 2)-if the ATM where you are making the transfer does not contain enough cash to complete the transaction;
- 3)-if the ATM or system was not working properly and you knew about the breakdown when you started the transfer;
- 4)-if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken;
- 5)-if you have money in your account, but the funds are subject to legal process or other encumbrances;
- 6)-there may be other exceptions stated in our Agreements.

### **17. Other Agreements**

All Terms, Conditions and Agreements which govern your account (whether set forth in your account rules, in any related rules and regulations or otherwise) also apply to the CARD except where these rules provide differently.

### **18. Business Days**

Every day is a business day except Sundays and Federal Holidays.

### **19. In Case of Errors or Questions About Your Electronic Transfers and Card Transactions**

Telephone us at (773) 283-0413 or (773) 283-0414 or write us at 4786 North Milwaukee Avenue, Chicago, Illinois 60630, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer or POS transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appeared. This is the information we will need in order to help resolve the problem:

1. Tell us your name, account number and Card number (if applicable).
2. 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.
3. 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 ten (10) business days. We will determine whether an error has occurred within ten (10) business days (twenty (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 forty-five (45) business days (ninety (90) business days if the transfer involved a new account, a Point-of-Sale transaction (POS), or a foreign-initiated transfer) to investigate your complaint or questions. If we decide to do this, we will provisionally credit your account within ten (10) business days (twenty (20) business days if the transfer involved a new account) for the amount you think is in error, so that you may have 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 ten (10) business days, we may not credit your account during our investigation. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and we will debit your account for the amount that was re-credited. You may ask us for copies of the documents we used in our investigation. An account is considered a new account for thirty (30) days after the first deposit is made, if you are a new customer.

## **20. Limitations**

Except for your rights and our responsibilities actually stated in this Agreement, and in cases of our gross negligence or willful misconduct, we are not responsible for any loss, damage, inconvenience, injury or harm whatsoever resulting from the use of the CARD, our ATMs, other STAR® Network ATMs, or other electronic funds transfer services, and you waive all such claims.

## **21. Agreement to Comply with Rules**

Your retention of, signature on, or use of the CARD constitutes your agreement to comply with the rules, regulations and other terms of the Agreement and the Account Agreement and Disclosure between you and us in effect from time to time. This Agreement and your use of the CARD will be governed by the laws of the United States and the State of Illinois.

## **22. Amendments**

From time to time, we may amend this Agreement by giving you written notice of the change. We will give you advance notice, as required by law, of any amendment affecting your account. This notice will be mailed to you at the address as shown in our records. If you continue to use the account or keep the account opened after the notice of change, you will be deemed to have agreed to the changes.

## **HOYNE SAVINGS BANK STAR® NETWORK ATM CARD AGREEMENT AND DISCLOSURE STATEMENT**

**The following is the Agreement between us, Hoyne Savings Bank, and you, covering the Hoyne Savings Bank STAR® Network ATM Card ("CARD"). By using the STAR® Network ATM Card, you promise to be bound by this Agreement and the Rules and Regulations in it and acknowledge receipt of the STAR® Network ATM Disclosure Statement.**

Each person who has signed and submitted a **Hoyne Savings Bank STAR® Network ATM/VISA® Check Card** application agrees to be bound by these rules.

### **1. Definitions**

In these rules: "Account" means your checking account with the bank, which is described in your card application. "CARD(s)" means the **STAR® Network ATM Card**, which has been issued to you by the bank, and any additional CARD(s) or renewals we issue. "We", "us", and "our" means Hoyne Savings Bank. "You", "your", and "yours" means each person who is a party to the account and who applied for the CARD. "Automated Teller Machine" or "ATM" means any terminal at which you may use your CARD together with your Personal Identification Number (PIN) to perform transactions.

### **2. Card Ownership; Termination**

The CARD(s) we issue remain our property at all times and, if we request, you agree to return and surrender all CARD(s) we issue to you upon demand. We may terminate your right to use the CARD(s) at any time for any reason. We may at any time, in our sole discretion, limit or cancel your privileges to use your CARD. You may terminate this Agreement with us by notifying us in writing or returning your CARD(s).

### **3. Card Usage; Using the Card**

You agree that you will not make your CARD or PIN available to anyone else and that you will not record, print, or write your PIN on the CARD itself. If you allow someone other than the person who signs this agreement to use your CARD or PIN to transfer or withdraw money from your account, those transactions violate this agreement and the bank will consider these as transactions authorized by you. You may use your CARD to purchase goods or services ("purchases") wherever the CARD is accepted or to obtain cash ("cash withdrawal") from any bank or other financial institution which honors the CARD. If you use your CARD to perform transactions at automated teller machines, refer to our account rules for the terms and conditions governing ATM transactions. We have no obligation to you if anyone refuses to honor the CARD or if, for any reason, you cannot make a cash withdrawal from or deposit at an ATM.

### **4. Authorization to Debit or Credit the Account**

Each time your CARD is properly used you authorize us to debit your account for the total amount shown on any purchase or cash withdrawal order originated by use of the CARD, and we are permitted to handle such purchase or cash withdrawal order in the same way we handle authorized checks drawn on your account.

### **5. Limitations on the Frequency of Transfers and Withdrawals**

You agree that you will use the CARD only if the available balance in your account will

be sufficient to pay the amount of the purchase, cash withdrawal and ATM transactions. For security reasons, we will establish an Approval Limit on the dollar amount of purchases or cash withdrawals you may make. You can withdraw any amount not to exceed the LESSER of your current balance in your designated checking account; or \$200.00 (plus \$10.00 to cover any surcharge fees) during any 24-hour period. Your point-of-sale ("POS") transaction limit shall not exceed the LESSER of the current balance in your designated checking account; or \$300.00 during any 24-hour period. Withdrawals are subject to the availability of funds in your account. You shall be obligated to pay us the amount of any money, property and services obtained by the authorized use of the CARD to the extent that we are unable to charge such amounts to the account, and you authorize us to charge the amount of any such obligation to any other of your accounts with us.

**6. Overdrafts**

If use of your CARD overdraws your account, you will be notified and you agree to make immediate payment to the bank of the amount of any such overdrafts together with such service charges as we may impose. In addition, whenever your account is overdrawn according to our records, we have the right to return unpaid any checks or other orders on your account which are presented to us and to assess a service charge for making such returns.

**7. No Right to Stop Payment**

You are not permitted to stop payment on any cash withdrawal or purchase originated by use of the CARD, and we have no obligation to honor any such stop payment request by you.

**8. Joint Account; Notices**

If your account is owned jointly with one or more other persons, the application for the card must be signed by all of you and each of you will be both individually and jointly responsible for any obligations which arise from use of the CARD. Any notice which we give will be sufficient if given in writing and mailed to any one of you at the address to which your account statements are sent.

**9. Documentation and Statements**

Your regular monthly account statement will reflect each purchase or cash withdrawal charged to your account during the monthly account cycle and the related fee, if any. A receipt will be made available at the time you make any transfer to or from your account using an ATM. For POS transactions, you will get a receipt from the merchant for each transaction.

**10. Customer Liability-Notification of Unauthorized Use**

If you furnish the CARD or PIN to another person, you will be deemed to have authorized all transactions which may be accomplished by the CARD or PIN until you have given actual notice to us that further transactions are unauthorized. You will immediately notify us of any loss, theft, disappearance or known suspected unauthorized use of the CARD. You can provide this notice by calling the Hot Card Service Center at 800-554-8969 during non-business hours or Hoyne Savings Bank at 773-283-0413 or 773-283-0414 during normal business hours. Upon request, you will be obligated to pay

us the amount of any money, property or services obtained by the authorized use of the CARD to the extent that we are unable to charge such amounts to the account. You also authorize us to charge the amount of any such obligation to any other of your accounts with us.

#### **11. Your Possible Losses and Liability**

If you believe your CARD or PIN has been lost, stolen, misused or that someone has transferred or may transfer money from your account without your permission. Telephoning is the best way of keeping your possible losses down. You agree to immediately call us AT ONCE at (773) 283-0413 or (773) 283-0414 or write to us at 4786 North Milwaukee Avenue, Chicago, Illinois, 60630. You could lose all the money in your account(s). If you believe your CARD or PIN has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your CARD and PIN without permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your CARD or PIN and we prove we could have stopped someone from using your CARD or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers or POS transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (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) keeps you from telling us we will extend the time periods. You agree to pay reasonable costs including our attorney's fees in the event of suit enforcing this Agreement.

#### **12. Use of your Hoyne Savings Bank STAR® Network ATM Card**

You can use your CARD at any STAR® Network ATM or automated teller machine to:

- Withdraw cash from your designated checking account;
- Make deposits to your designated checking account and your designated statement savings account;
- Inquire about balances in your designated checking and designated statement savings account;
- Initiate the transfer of funds (a withdrawal and a deposit) between your designated checking and designated statement savings accounts whenever you request;
- Pay for purchases at places that have agreed to accept the CARD. This type of activity is referred to as Point of Sale transactions ("POS").

At any ATM displaying other applicable network identification, you may (subject to service availability), initiate such transactions as indicated. Some of these services may not be available at all ATMs or to all customers. You may not use your CARD to access a credit line account. All withdrawals, deposits, funds transfers and POS transactions are subject to the existing Rules and Agreements which govern such transactions except as specifically modified by this Agreement. We will not be responsible for loss or damage resulting from mechanical or operational failures of any ATM or for failure of any ATM to honor the CARD. Your CARD must be individually authorized for each type of account to be accessed. When you applied for this CARD, you told us which accounts it should access and authorized us to credit or charge as the case may be all deposits, withdrawals, and transfers to and against those accounts. You can ask us at any time to add or remove accounts from this access Agreement, but you can access only one account of each type. We do not have to honor every request.

### **13. Business Days**

Business days are every day except Sunday, and Federal Holidays.

### **14. Deposits**

We will accept deposits to any account that can be accessed by the CARD subject to the provisions of your Account Agreement with us. All deposits are subject to our verification and collection, and are subject to the time necessary to process them.

Business days, as used in this section only, are every day except Saturday, Sunday and Federal Holidays. If you make a deposit before 2:00 p.m. on a business day at an ATM location, we will consider that day to be the day of your deposit. However, if, after 2:00 p.m., or on a day we are not open, you make a deposit at an ATM location, we will consider that the deposit was made on the next business day.

- All deposits (cash and checks) made at an ATM not owned or operated by Hoyne Savings will be available for withdrawal on the fifth (5<sup>th</sup>) business day after the day of deposit.
- ATMs that we own and operate are identified as ours at each location.
- Funds mailed to us will be considered deposited on the day they are received by us.

### **15. Our Liability for Failure to Make Transfers**

If we fail to complete a transfer from your account, we will be responsible for your losses or damages to the extent provided by law. However, there are some exceptions. We will not be liable, for instance:

- 1)-if through no fault of ours, your account does not contain enough money to make the transfer. Please refer to the Funds Availability Schedule to determine when funds are available for withdrawal;
- 2)-if the ATM where you are making the transfer does not contain enough cash to complete the transaction;
- 3)-if the ATM or system was not working properly and you knew about the breakdown when you started the transfer;
- 4)-if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken;
- 5)-if you have money in your account, but the funds are subject to legal process or other encumbrances;
- 6)-if the transfer would exceed your daily withdrawal limit;
- 7)-if your CARD has been reported lost, stolen, misused or (if applicable) by reason of excessive activity in your account or otherwise, we have a reasonable basis for acting to protect the security of your account;
- 8)-if information necessary for us to complete the transaction is inaccurate or incomplete;
- 9)-if this Agreement has been terminated;
- 10)-if applicable law otherwise prevents completion of the transfer; or
- 11)-if there are unusual or extraordinary circumstances which would indicate improper or unlawful use of your account.
- 12)-there may be other exceptions stated in our Agreements.

### **16. Confidential Account Information Disclosure**

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

- 1)-where it is necessary for completing transfers; or

- 2)-in order to verify the existence and conditions of your account for a third party, such as a credit bureau, merchant, and affiliates of the Bank; or
- 3)-in order to comply with government agency or court orders (we will send notification to your address on our records unless the government agency has an obligation to notify you); or
- 4)-when we are attempting to collect an obligation owed to us; or
- 5)-if you give us your written permission; or
- 6)-if any of your accounts become delinquent, overdrawn, or closed for misuse, information may be released to attorneys, accountants, collection bureaus, financial institutions and others involved in collections, adjustment settlement or reporting of accounts.

### **17. In Case of Errors or Questions About Your Electronic Transfers and Card Transactions**

Telephone us at (773) 283-0413 or (773) 283-0414 or write us at 4786 North Milwaukee Avenue, Chicago, Illinois 60630, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer or POS transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appeared. This is the information we will need in order to help resolve the problem:

1. Tell us your name, account number and Card number (if applicable).
2. 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.
3. 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 ten (10) business days. We will determine whether an error has occurred within ten (10) business days (twenty (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 forty-five (45) business days (ninety (90) business days if the transfer involved a new account, a Point-of-Sale transaction (POS), or a foreign-initiated transfer) to investigate your complaint or questions. If we decide to do this, we will provisionally credit your account within ten (10) business days (twenty (20) business days if the transfer involved a new account) for the amount you think is in error, so that you may have 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 ten (10) business days, we may not credit your account during our investigation. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and we will debit your account for the amount that was re-credited. You may ask us for copies of the documents we used in our investigation. An account is considered a new account for thirty (30) days after the first deposit is made, if you are a new customer.

### **18. CARD Termination**

You may terminate this Agreement with us by notifying us in writing or returning your CARD (or CARDS) with this notice. We may also terminate the use of your CARD (or CARDS) at any time and for any reason; if we do, you must return your CARD (or CARDS) to us for cancellation and you must not permit the continued use of your CARD. We may terminate the use of your CARD (or CARDS) by phone or in writing,

but no such termination shall affect your liability under this Agreement for termination initiated through the use of your CARD. If there is more than one cardholder, each is jointly and severally liable for all transactions initiated by the use of this CARD.

**19. Fees and Charges**

Charges of ATM and POS transactions are set from time to time by the Bank. They are stated in our "Schedule of Fees and Services" brochure. These services are subject to change at any time. In addition, if you use your ATM Card at an ATM that is not operated by us, you will be charged a fee by us as well as the operator of the machine and/or by an automated transfer network. All applicable fees incurred, ours or not ours, will be automatically debited from your account. Replacement CARDS may also have a fee assessed, depending on the circumstances of the replacement. You authorize us to deduct the fees directly from your account.

**20. Agreement to Comply with Rules**

Your retention of, signature on, or use of the CARD constitutes your agreement to comply with the rules, regulations and other terms of the Agreement and the Account Agreement and Disclosure between you and us in effect from time to time.

**21. Other Agreements**

All Terms, Conditions and Agreements which govern your account (whether set forth in your account rules, in any related rules and regulations or otherwise) also apply to the CARD except where these rules provide differently.

**22. Limitations**

Except for your rights and our responsibilities actually stated in this Agreement, and in cases of our gross negligence or willful misconduct, we are not responsible for any loss, damage, inconvenience, injury or harm whatsoever resulting from the use of the CARD, our ATMs, other STAR® Network ATMs, or other electronic funds transfer services, and you waive all such claims.

**23. Amendment**

We may amend this Agreement at any time. However, we will give you at least 21 days notice if any amendment results in greater costs or liability to you or otherwise reduces access to your accounts, unless an immediate change in terms or conditions is necessary to maintain or restore the security of the system or your accounts. The notice will be sent to you at the address shown on our records, unless you have notified us in writing of another address. Any amendments shall be effective (21) days following the date of such mailings unless you return your CARD to us and terminate your Agreement before the end of the (21) day period. The laws of the United States and State of Illinois shall govern this Agreement.

**How Do You Obtain a HOYNE SAVINGS BANK STAR® Network ATM/VISA® Check Card?**

To apply for your **HOYNE SAVINGS BANK STAR® Network ATM/VISA® Check Card**, simply read the attached agreement, complete the application and return it to the Bank. Be sure to indicate your Hoyne Savings Bank checking or statement savings account number. It is necessary to have an active checking account before you are eligible for a **HOYNE SAVINGS BANK STAR® Network ATM/VISA® Check Card**.

**APPLICATION FOR HOYNE SAVINGS BANK STAR® Network ATM/VISA® Check Card**

Individual accounts will receive one card. Joint accounts will receive two cards. All signers on an account must sign this application. All accounts accessed by your **CARD(s)** must have the same ownership.

**Primary Accountholder**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Telephone (Home) \_\_\_\_\_  
Social Security # \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Mother's Maiden Name \_\_\_\_\_  
Employer \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone (Work) \_\_\_\_\_

**Joint Accountholder**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Telephone (Home) \_\_\_\_\_  
Social Security # \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Mother's Maiden Name \_\_\_\_\_  
Employer \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone(Work) \_\_\_\_\_

I/We will use the **CARD(s)** with the following Hoyne Savings Bank accounts:

Checking Account No. \_\_\_\_\_

(Please list one account number only)

Statement Savings Account No. \_\_\_\_\_

(Please list one account number only)

Signatures: By signing below, the undersigned requests(s) the described services and agrees to the Terms and Conditions of the **HOYNE SAVINGS BANK STAR® Network ATM Card Agreement and Disclosure Statement and the HOYNE SAVINGS BANK VISA® Check Card Agreement and Disclosure Statement**, including any fees and charges; copies of which I/We hereby acknowledge that I/We have received. The undersigned agree(s) that all information is accurate and authorizes the financial institution to verify credit and employment history by any necessary means, including preparation of a credit report by a credit-reporting agency.

\_\_\_\_\_  
Signature of Primary Accountholder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Joint Accountholder

\_\_\_\_\_  
Date

Office Use Only

Card #1 \_\_\_\_\_

Card #2 \_\_\_\_\_

Date Activated \_\_\_\_\_

Fee \_\_\_\_\_ New Card \_\_\_\_\_

Activated By \_\_\_\_\_

Replacement \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_