

Business Debit Card Rules (“Rules”)



These Rules govern the relationship between North Shore Bank (“Bank,” “our,” “us,” “we”) and each person (“Customer,” “you,” “your”) to whom is issued, or who is authorized by you to use a debit card or a digital debit card (“Card”) that is affiliated with your deposit account(s) (“Account”) and can be used for transactions at an electronic terminal, including Automated Teller Machines (“ATMs”) and merchant point of sale terminals (“Terminals”). These Rules shall be governed by and construed in accordance with the applicable federal laws and, to the extent applicable to us, the laws of the State of Wisconsin, without regard to its conflicts of law provisions.

- 1. Card Ownership Termination.** The Card remains the property of the Bank and shall be surrendered by you upon request. We may terminate or suspend your privilege of using the Card and may withhold approval of any transaction at any time. The Card will identify the business and the cardholder’s name. The Card cannot be transferred to another person. You will notify us promptly if you want to remove an authorized user of a Card.
- 2. Use of Card and Personal Identification Number (PIN).** You agree that this Card is for business use and may not be used for personal purposes and you agree to communicate this to any authorized user. You understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. The Card and PIN are provided solely for your use and protection. You shall at all times: (1) safely keep the Card and PIN and not permit anyone else to use them (2) not record the PIN on the Card or otherwise disclose or make it available to anyone else, and (3) use the Card, PIN and Terminals only as instructed and only for purposes authorized by us. You will immediately report any loss, theft, disappearance or known or suspected unauthorized use of the Card or any disclosure of the PIN. We have no obligation to you if anyone refuses to honor the Card or if you cannot make a cash withdrawal or deposit at an ATM or similarly- functioning machine.
- 3. Deposits, Payments.** All deposits and payments are subject to verification. The credit will be reversed if the Bank does not actually receive the funds from the deposit.
- 4. Terminal Availability.** Subject to such restrictions as may be imposed by us, you may use the Card at any Terminal bearing the Mastercard logo or any other networks in which we participate.
- 5. Authorization to Debit or Credit the Account.** Each time the Card is properly used, you authorize us to debit or credit (as appropriate) your Account for the amount submitted by the ATM or merchant.
- 6. Bank Liability.** Under no circumstances shall we be liable to you for any damages related to any act or failure to act resulting from an act of God or other circumstances beyond our control, including but not limited to natural disasters, fires, strikes, power shortages or loss, and system or network malfunctions despite reasonable precautions taken by us. Except for its own negligence, we are not liable for any personal injury or tangible property damage suffered or incurred by you through your use or attempted use of the Card at a Terminal. We shall not be liable for consequential damages. There may be other limitations on our liability.
- 7. Business Days.** Our business days are Monday through Friday, excluding federal holidays.
- 8. Account Access.** You may use your Card to purchase goods or services wherever the Card is accepted or to obtain cash from any financial institution which honors the Card. You may also use your Card to (a) withdraw funds from your Account (b) make deposits to your Account (c) transfer funds between your Accounts whenever you request, or (d) pay bills directly from your Account in the amounts and on the days you request. Some of these services may not be available at all Terminals. We reserve the right to not allow deposits at the ATM.
- 9. Limitations on Use of Card.** Neither the Bank nor any Terminal owner is liable to you if the transaction is not completed and you have violated any of these Rules. You may not (a) request any transaction at a Terminal if you know that the Terminal is malfunctioning or not operating (b) attempt any transaction without the Card, or when requested, the PIN (c) attempt to complete any transaction at a Terminal which requires the assistance of a clerk to complete, except on the same day and the same place where you initiated the transaction (d) attempt to initiate any transaction in connection with an Account which has been closed by you or us, or which is subject to legal process or other encumbrance (e) request a withdrawal or transfer of funds from an Account (1) if the withdrawal or transfer would overdraw the Account, or if the Account is maintained in connection with a line of credit or overdraft privilege limit, would exceed the limit, or (2) in an amount in excess of any dollar limitations imposed by Terminal operator, or (f) deposit a check or draft which is (1) drawn by or payable to the order of someone other than the Customer presenting the Card (2) not endorsed by the Customer presenting the Card (3) not payable in U.S. dollars (4) dated more than six months after the date of the transaction (5) in violation of any stated restriction on the check or draft (for example, not valid after 30 days), or (6) in an amount in excess of any limitations imposed by the Terminal operator.
- 10. Limitations on Amount and Frequency of Transactions.** You may withdraw up to \$515 from an ATM each day except when our computers are not operating; withdrawals will then be limited to \$250 each day. You may purchase up to \$6,000 worth of goods and services each day. ATMs may have other limits on the amounts of withdrawals or deposits. For security reasons there are other limits on the number and amount of transactions you may make using ATMs. You agree that any purchase or cash withdrawal may be subject to authorization by us or by a Mastercard Authorization Center and no authorization will be given if the amount of all outstanding authorizations and cash withdrawals will exceed the approval limit.

11. Fees. ATM withdrawals, withdrawal attempts, and balance inquiries performed at an ATM not owned by us may be subject to a fee. For more information, see the Business Accounts Fee Schedule issued at time of account opening, as amended from time to time. When you use an ATM not owned by us, you may also incur a fee from the ATM operator.

12. Receipts. You can get a receipt at the time you complete a transaction at an ATM. For purchase transactions, the merchant can provide you a receipt.

13. Periodic Statements. You will get a monthly account statement unless there were no transactions in a particular month. In any case, you will get a statement at least quarterly.

14. Refunds on Purchases. Any claim or defense with respect to property or services purchased with the 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.

15. Unauthorized Transactions. You will not have the benefit of any consumer law limiting your liability with respect to the unauthorized use of your Card. This means your liability for the unauthorized use of your Card could be greater than the liability in consumer debit card transactions. You are liable for Card transactions you do not authorize if we can prove that we processed the transaction in good faith and in compliance with commercially reasonable security procedures. Tell us at once if you believe your Card and/or PIN has been lost or stolen. You could lose all the money in your account (plus any overdraft privilege limit or overdraft line of credit).

If your Card and/or PIN is lost, stolen, or used without your permission, call or write us at the telephone number or address in this document. If you call, we may ask that you confirm such notice in writing. Your liability for transactions with your Card and/or PIN will continue until 2 business days after the day we receive such written notice. If you do not notify us within 60 days from when the periodic statement containing an unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise.

16. In Case of Errors or Questions about your Electronic Transactions. You agree to examine your receipts and periodic statements using ordinary care and to report any errors or problems to us within a reasonable time. You agree that the time to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 60 days from when the statement containing the error or problem was first mailed or made available to you. If you do not report within 60 days, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise. You further agree that if you fail to report to us within 14 days from when the statement was first mailed or made available to you that we will not be required to pay interest on any refund to which you may be entitled. We will only re-credit your account for errors or problems as required by law. Call or write us immediately with errors or questions about your electronic transfers at the telephone number or address listed in these Rules. If you tell us orally, we may require your complaint or question in writing within 14 business days. If you provide us with timely notice of an error or problem in your periodic statement, we will investigate the matter and notify you of the results within a reasonable amount of time. The exact time will depend on the specific circumstances of the error or problem. You may ask for copies of the documents that we used in our investigation.

Call us 24 hours a day, 7 days a week at 888-437-0103 or write us at: North Shore Bank Customer Support, 15700 W. Bluemound Rd., Brookfield, WI 53005.

17. Right to Stop Payment. You may not stop payment on any single entry original purchase or cash withdrawal originated by use of the Card, and we have no obligation to honor such request. You may stop payment on a pre-authorized recurring payment originated by use of the Card, if the request adheres to the conditions we set forth.

a. Pre-Authorized Recurring Payment. To stop a pre-authorized recurring payment on your Card, you must notify us within a minimum of three business days prior to the scheduled date of transaction; the initial notification date is not considered day one within the three business day requirement. You must provide us with the following information; failure to provide such information will nullify our obligation to honor such request: (1) the exact pre-authorized recurring payment amount; a payment transaction amount range will not be accepted (2) the card acceptor name (merchant) that has previously originated the pre-authorized recurring payment on your Card (3) the exact date of your previous pre-authorized recurring transaction from the card acceptor (merchant), and (4) the date of the next scheduled recurring transaction from the card acceptor (merchant).

b. Liability. You agree to indemnify and hold us harmless from any and all claims, liabilities, costs, and expenses, including but not limited to court costs and attorney fees, resulting from or growing out of our refusal to pay the identified pre-authorized recurring payment. We will not be liable to you if we pay the identified pre-authorized recurring payment if we acted in good faith or exercised ordinary care. Any damages that you incur and which we may be liable for are limited to actual damages not to exceed the amount of the item.

The request to stop a pre-authorized recurring payment shall remain in effect for a total of forty consecutive months, unless you notify us otherwise. If you receive a new Card, and there is an existing request to stop a pre-authorized payment in place, you must notify us within three business days of receiving your new Card. A fee shall be charged for each request to stop a pre-authorized recurring payment, see the Business Accounts Fee Schedule for fee amount.

To stop a pre-authorized recurring payment on your Card, contact us by telephone at 877-672-2265. Please contact us to discuss a free alternative solution that may be an option to dismiss pre-authorized recurring payment transactions.

18. Currency Conversion and Cross-Border Transaction Fees. If you effect a transaction with your Mastercard-branded Debit Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion

procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. Please see the Business Accounts Fee Schedule for details.

19. Goods or Services Purchased. We are not responsible for the refusal of any person to honor your Card, or for any goods or services you purchase with the Card.

20. Digital Wallet. You can access your card digitally by adding it to your digital wallet after completing the authentication process. Once you receive your physical card and activate it, you can add it to the digital wallet. Not all merchants or ATMs accept digital cards or payments using a digital wallet. We are not the provider of the digital wallet and are not responsible for how it functions.

21. Temporary Digital Card. If you choose to add this card to your wallet, the temporary digital card will expire 30 calendar days after the date the card was issued or when the physical card is activated, whichever comes first. Furthermore, if you set up your temporary digital card for recurring payments, you will need to notify the payees of the updated expiration date and CVV2 security code that can be found on your physical card.

22. Mastercard Automatic Billing Updater (ABU) Service. We participate in the ABU service. When your card number or expiration date is updated, transferred or closed, we will provide the updated card information to merchants who participate in ABU with whom you may have automatic billing arrangements (such as telecom, utilities, or insurance providers). Since not all merchants participate in ABU, you should notify each merchant with whom you have automatic billing arrangements of the updated/new card information to ensure your payments are not interrupted. If you do not want us to provide your card updates through ABU, please call the customer service number on the back of your card and allow 60 calendar days for your opt out to take effect.

23. Other Agreements. Retention and use of the Card constitutes acceptance of these Rules as amended from time to time. These Rules constitute and are in addition to all other agreements, rules and regulations of the Bank governing the Accounts that are accessible by the Card or indebtedness on which payments may be made.

24. Account Information Disclosure. We will disclose information to third parties about your account or the transactions you make: (a) where it is necessary for completing or tracing transactions or resolving errors or claims, or (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (c) in order to comply with government agency or court orders, or (d) if you give us your written permission, or (e) for Card benefit programs, or (f) in any other manner permitted by law.

25. Amendments: Cancellations. We may amend these Rules at any time.