

# COMBINED ATM/POS/DEBIT CARD REQUEST FORM

Account Holder:

Financial Institution: The Dolores State Bank  
PO Box 848  
Dolores, CO 81323

## ISSUE CARDS TO

Customer Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Customer Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

## ACCOUNT INFORMATION AND INSTRUCTIONS

Account(s) to Access with Combined ATM/POS/Debit Card:

Primary Account:

**Note:** Point of Sale (POS) transactions or Point of Sale (POS) debit card transactions on the MasterCard network from your Combined ATM/POS/Debit Card will be deducted from the Primary Account listed above. Point of Sale (POS) transactions or Point of Sale (POS) debit card transactions involving a refund will be credited to your Primary Account. Unless you specify a different account during Automated Teller Machine (ATM) transactions, the Primary Account will be used for your transactions. MasterCard is a registered trademark of MasterCard International Incorporated.

**The Combined ATM/POS/Debit Card Cards are to be setup/enabled with the following features:**

- Automated Teller Machine Access
- Point of Sale Debit Card Access
- Enhanced Point of Sale Debit Card Access with MasterCard logo
- Check Guarantee Card

Special Instructions or Provisions: \_\_\_\_\_

## AUTHORIZATION

I (the Account Holder(s)) apply for a Combined Automated Teller Machine / Point Of Sale / Debit (ATM/POS/Debit) Card to be used in conjunction with the account(s) listed above. The Combined ATM/POS/Debit Card will be setup (pursuant to my request) with the functions or features indicated above and usage of the Combined ATM/POS/Debit Card will be subject to the terms and conditions contained in the Deposit Account Agreement and Disclosure and Regulation E Disclosure that have been provided to me. I authorize the Financial Institution to make any investigation of my credit, either directly or through any agency. I understand that the Financial Institution will retain this application and any other credit information, even if this Combined ATM/POS/Debit Card is not granted. I agree not to use the Combined ATM/POS/Debit Card Service in any illegal activity.

ACCOUNT HOLDER:

X \_\_\_\_\_ Date X \_\_\_\_\_ Date  
Authorized Signer Authorized Signer

## FOR INSTITUTION USE ONLY

Date Taken: \_\_\_\_\_

Date Approved: \_\_\_\_\_

Card Number Assigned \_\_\_\_\_

Card Number Assigned \_\_\_\_\_

Data Entry Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

## Debit Card Terms and Conditions

*Customers (herein after referred to as "Card Holder") obtaining a Master Money Debit Card (herein after referred to as "Card") from The Dolores State Bank (herein after referred to as the "Bank") are subject to the following terms and conditions.*

1. The Card Holder understands this is not a credit Card and that the dollar amount of the purchase(s) made with this Card will be deducted from the Card Holder's designated checking or savings account.
2. The Card is not transferable and shall be used exclusively by the Card Holder.
3. The Debit Card and the Personal Identification Number (herein after referred as "PIN") shall be issued to the Card Holder. The Card Holder will not disclose his PIN to any person and he agrees to keep the Card and PIN separated and to take other reasonable steps to assure that in the event the Card is lost or stolen, the finder or thief will not also obtain the PIN.
4. The Card Holder accepts all liability which can legally be imposed upon the Card Holder for each use of the Card, whether or not authorized by the Card Holder and agrees to notify the Bank immediately if the Card is lost, stolen or used by anyone without the Card Holder's authorization.
5. This agreement does not contemplate extensions of credit, open-end or otherwise, from the Bank to the Card Holder.
6. The Card is accepted at Master Card merchants and as an ATM Card through affiliated networks.
7. Approved transactions may not be posted to the Card Holder's account on the same day they are approved.
8. When the Card Holder uses the Card in an ATM machine the Card Holder will incur any fees and limits associated with that machine.
9. When the Card Holder uses the Card at a Dolores State Bank ATM there will be no fee.
10. When using the Card at other ATM machines the Bank will impose a \$1.00 fee for each transaction.
11. There is a \$10.00 fee for replacement cards.
12. The Card has a pre-set usage limit of \$500.00 per day, temporary changes to this limit will be addressed on a case by case basis. Any permanent change to the pre-set limit must be approved by a Bank Officer.
13. The daily availability of the pre-set limit is based on clearance of items purchased or funds withdrawn.
14. Wrong entry of the PIN while using the Card may make the Card in-operative. In such cases the Card Holder will have to contact the Bank to return the Card to normal operation.
15. The Card Holder understands that it is possible to overdraw the Card Holder's account with ATM/Debit Card transactions.
16. The Card issued to the Card Holder shall remain, at all times, the property of the Bank and shall be surrendered to the Bank on demand. The Bank at its sole discretion reserves the right, at any time, to cancel or withdraw the Card or refuse to re-issue, renew or replace the Card without assigning any reason. The Card may be automatically impounded at a terminal at any time.
17. The Bank reserves the right to amend these terms and conditions at any time without prior notice to the Card Holder and such amended terms and conditions shall be binding on to the Card Holder.

*By signing below, I acknowledge that I have read understood and confirm my acceptance to the above stated terms and conditions applicable to the issuance and use of a The Dolores State Bank Debit Card.*

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

\_\_\_\_\_ *I acknowledge that I have received documentation pertaining to Federal Regulation E, from The Dolores State Bank at the time of my application for a debit Card.*

# REGULATION E DISCLOSURE

**Depositor:**

**Financial Institution:** The Dolores State Bank  
PO Box 848  
Dolores, CO 81323

## ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This Agreement and Disclosure is made in compliance with Colorado and federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number.

### Debit Card Disclosure

**Types of Transactions/Transfers:** You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a MasterCard symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- \* Withdraw cash from your checking account.
- \* Withdraw cash from your savings account.
- \* Transfer funds between your checking and savings accounts.
- \* Obtain balance information on your deposit accounts.

### Limitations on Frequency and Amount:

- \* Each day you may withdraw cash or purchase services or goods up to your available balance or an agreed upon limit, whichever is less.

### Fees and Charges:

- \* There is no charge for ATM withdrawals at machines owned by us.
- \* There is a \$1.00 charge for each ATM withdrawal at machines we do not own.
- \* When you use your card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a government-mandated rate or the wholesale market rate in effect the day before the processing date. The 1% international fee will be shown in US funds as a separate amount on your monthly account statement.

Due to excessive fraud, all international transactions, except those that require a PIN number, have been blocked.

There is a \$5.00 fee per occurrence to unblock a debit card to allow non-PIN based international merchant transactions.

- \* There is a Replacement Card Fee of \$10.00 per card.
- \* There is a charge of \$50.00 to have a debit card overnighted to you.
- \* We do not charge for any POS transactions.

**ATM 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).

**Other EFT Transactions.** You may access certain account(s) you maintain with us by other EFT transaction types as described below.

**Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

**Re-presented Check Transactions and Fees.** You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

**The following limitations may be applicable to your accounts, except as provided by law:**

**Liability for Unauthorized MasterCard Debit Card Transactions on Cards Issued to Certain Consumers and Small Businesses.** The zero liability limit described below only applies to a United States-issued MasterCard branded debit card issued to: (i) a natural person, or (ii) a business or other entity only if the card is issued under a "small business" program described on MasterCard's website at [www.mastercardbusiness.com](http://www.mastercardbusiness.com). The zero liability limit described below does not apply if you are a business or an entity of any sort (corporation, limited liability company, partnership, etc.) unless the card issued to you is a "small business" card described above. The zero liability limit described below does not apply until your identity is registered by or on behalf of the card issuer. Under MasterCard's zero liability policy as described in the MasterCard Rules (as may be amended from time to time), the zero liability limitation described below may not apply for other reasons.

Tell us AT ONCE if you believe your MasterCard debit card has been lost or stolen or if you believe any unauthorized transactions have been made using your MasterCard debit card. Your liability for unauthorized use of your debit card with the MasterCard logo will not exceed zero dollars (\$0.00) if the following conditions have been met: (i) you have exercised reasonable care in safeguarding your card from risk of loss or theft; and (ii) upon becoming aware of such loss or theft you promptly reported the loss or theft to us. If the conditions set forth above have not been met, you may be liable for unauthorized transactions to the extent allowed under applicable law (for example, see **Liability for Unauthorized Transfers** paragraph below). To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth in the **Liability for Unauthorized Transfers** paragraph below. This will help prevent unauthorized access to your account and minimize any inconvenience.

MasterCard is a registered trademark of MasterCard Worldwide or its subsidiaries in the United States.

**In addition to the limitations set forth above, the following limitations may be applicable to your accounts:**

**Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your card, ATM, PIN, or POS card or PIN 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 for you to notify us of any unauthorized use. If the unauthorized use occurs through no fault of your own or that of any authorized user, you will not be liable for the unauthorized use. If the unauthorized use is due to your negligence or fault, your liability will be limited to no more than the lesser of \$50.00, or the amount of money, good, or services obtained by the unauthorized user prior to your notifying us that your card, ATM, PIN or POS has been lost stolen or improperly used. 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 believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (970) 882-7600, or write us at The Dolores State Bank, P.O. Box 848, Dolores, CO 81323. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

**Illegal Transactions.** You may not use your ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

**Business Days.** For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

**Stop Payments on ATM, POS, or Debit Card Transactions.** You may not place a stop payment order on any ATM, POS, or debit card transaction.

**Documentation.**

**Periodic Statement.** You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit.

**Terminal Receipt.** You can get a receipt at the time you make a transfer to or from your account using one of our ATMs or a POS terminal. However, receipts for transactions of \$15.00 or less may not always be available.

**Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (970) 882-1010 to find out whether or not the deposit has been made.

**Our Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account 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 the money in your account is subject to legal process or other claim restricting such transfer.
- \* If the transfer would go over the credit limit on your overdraft line.
- \* If the ATM 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 transaction, despite reasonable precautions that we have taken.
- \* There may be other exceptions stated in our agreement with you.

**In Case of Errors or Questions About Your Electronic Transfers.** Telephone us at **(970) 882-7600**, or write us at **The Dolores State Bank, P.O. Box 848, Dolores, CO 81323** 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 would like to hear from you no later than sixty (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 ten (10) business days.

We will determine whether an error occurred within ten (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 forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) 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.

**Confidentiality.** We will disclose information to third parties about your account or the transfers you make:

- \* To complete transfers as necessary;
- \* To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- \* To comply with government agency or court orders; or
- \* If you give us your written permission.

**Personal Identification Number (PIN).** The ATM PIN or POS PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN or POS PIN available to anyone not authorized to sign on your accounts.

**Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

**Enforcement.** In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

**Termination of ATM and POS Services.** You agree that we may terminate this Agreement and your use of the ATM Card or POS services, if:

- \* You or any authorized user of your ATM PIN or POS card or PIN breach this or any other agreement with us;
- \* We have reason to believe that there has been an unauthorized use of your ATM PIN or POS card or PIN;
- \* We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**Other Provisions.** There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

#### **ATM SAFETY TIPS**

As issuers of Automated Teller Machine (ATM) access devices, we have provided for your information a list of safety precautions regarding the use of automated teller machines. Please read the following safety tips:

- \* Be aware of your surroundings, particularly at night.
- \* Consider having someone accompany you when the automated teller machine is used after dark.
- \* It is appropriate to politely ask someone who is uncomfortably close to you to step back before you complete your transaction.
- \* Refrain from displaying your cash. Pocket it as soon as your transaction is completed. Count the cash later in the safety of your car or home.
- \* Consider using another automated teller machine or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM access device and leave.
- \* Go to the nearest public area where people are located if you are followed after making a transaction.
- \* Report all crimes to law enforcement officials immediately.