

Consumer ATM/VISA Checkcard Agreement

Customer Name (One Name Per Card) _____

In consideration of the receipt of the ADVANTAGE CARD, and the privileges to which the holder thereof is entitled. Cardholder hereby agrees to the following terms and conditions as to the use of said Advantage Card:

The Advantage Card and its coding is and remains the property of DAKOTA HERITAGE STATE BANK, PO Box 107, 221 Main St., Chancellor, SD 57015-0197 and Cardholder agrees to surrender said Advantage Card to Bank immediately upon request or when Cardholder closes or otherwise changes the status of Account(s) in Bank, as hereinafter defined Bank reserves the right to cancel and/or modify any or all Cardholder privileges, without notice.

a) As used in this agreement, the term Account(s) shall include the following accounts

_____ # _____ # _____
Primary DDA Savings Other DDA or Savings
(PRIMARY acct. used for Point of Sale Transactions)

- b) Cardholder agrees to use this card and machine as instructed and only for purposes authorized by Bank. Transactions may be initiated against Cardholder's Account(s) only by the combined use of the Advantage Card and personal security number or if using the card at participating merchants. Cardholder agrees not to authorize or permit any person to use the Advantage Card. Cardholder will not disclose the secret code to anyone, nor otherwise record it on the card. Cardholder agrees that in any event, except as specifically provided in paragraph (d) below, all transactions made to Cardholder's Account (s) by Bank as a result of the use of this card (or by the use of a card issued to any other party who is named as a joint owner of the affected account) shall be fully binding on Cardholder, and Bank is authorized and directed to credit and charge, as the case may be, all deposits, withdrawals, purchases, borrowings, and transfers to or from Cardholder Account(s) and to accept all payments on Cardholder's indebtedness as when and by whomever made with the card through the use of the machine, without further inquiry.
- c) Cardholder will notify bank if the Advantage Card is lost or stolen, or if statement of Account(s) contains any unauthorized deposits, withdrawals, borrowings, or transfers. Cardholder agrees to notify the Bank of any claim or demand arising from loss, theft, or unauthorized usage of the Advantage Card within 2 business days. Failure to notify the Bank could result in losses up to \$500.00
- d) Advantage "ATM & Checkcard" holders are no longer liable for fraudulent purchases by the use of their "ATM & Checkcard". Fraudulent ATM Transactions made with the "ATM & Checkcard" are covered under paragraph d, above, and may result in cardholder loss of up to \$500.00 for failure to notify the bank of card loss or fraudulent use.
- e) All deposits and payments shall be subject to verification. In receiving items for deposit. Bank acts only as a collecting bank as defined in the Uniform Commercial Code. Bank deposits and collections, and the responsibility of the Bank and the mutual rights and obligations of the Cardholder and the Bank shall be governed by the general provisions of the Uniform Commercial Code- Bank Deposits and Collections, and by all other applicable laws, rules, regulations, and agreements governing Cardholder's Account(s).
- f) The Bank must be notified within 60 days if unauthorized electronic fund transfers appear on your statements. See bank disclosure for details.
- g) Bank provides this facility to Cardholder as a banking service; however, it is possible this service facility may not function properly at all times. The Bank makes no claims or warranties in respect thereto and shall not be responsible or liable if the facility at any time should fail to function properly.
- h) Cardholder agrees that while maintaining an Advantage Card bearing the VISA logo, with our Bank, that credit information about you can be obtained from a credit bureau or other sources.
- i) Cardholder is authorized to use his Advantage Card to withdraw amounts from his Account(s) prior to card expiration procedures established by our Bank.

Social Security Number _____ Mother's Maiden Name _____

Home Phone _____ Work Phone _____

Street Address _____

City _____ State _____ Zip _____

Cardholder Signature _____

FOR BANK USE ONLY

ATM\$ _____ POS\$ _____ CARD # _____

Authorizing Bank Officer _____

Information About Your Dakota Heritage State Bank ATM/Debit Card

DEPOSITS AT AUTOMATED TELLER MACHINES

The Dakota Heritage State Bank is a member of the ADVANTAGE automated teller machine (ATM) network. The funds from deposits made at ADVANTAGE machines prior to the cut off time of 1:00 p.m. will be available on the first business day after the day of your deposit. Deposits made after the 1:00 p.m. cut off time will be available on the second business day after the day of deposit.

The Dakota Heritage State Bank and the ADVANTAGE network are also members of the CIRRUS nationwide network. Funds from deposits made at CIRRUS machines that are not part of the ADVANTAGE network will be available on the first business day after the day of deposit if such deposits are made before the cut off times that are in effect for those machines. The Dakota Heritage state Bank does not own or operate machines outside the ADVANTAGE network, and we have no control over the cut off times in effect at other machines. By law, however, the cut off times cannot be prior to 12:00 noon. Deposits made at those machines after the cut off time will be available on the second business day after the day of deposit.

ELECTRONIC FUND TRANSFER SERVICES

We provide certain services for accounts at our bank which are known as electronic fund transfer services. Electronic fund transfers involve a transaction on your account which is not triggered by a written document such as a check. Electronic fund transfers include direct deposits to your accounts, transfers between different accounts by telephone, use of automatic teller machines and Point-of-Sale (POS) transactions.

ATM SERVICES

You may use other automatic teller machines with our ADVANTAGE card. You may apply for the advantage card with one of our bank employees. With the ADVANTAGE card and our automatic teller machines, you may use the card to withdraw cash from your savings or checking accounts, make deposits to your savings or checking accounts, transfer funds between your savings and checking accounts as long as available funds are in the accounts. On checking accounts there is no limit to the number of deposits, transfers of funds, or payment transactions at our automatic teller machines. Also, there is no limit as to the number of cash withdrawals you can make, but you are limited in the amount of cash that you can withdraw during any one day. On savings accounts a service charge fee of .50 will be charged for each withdrawal or transfer in excess of four during one calendar month. We will inform you of your daily limit at the time you apply for or receive our ADVANTAGE card.

Also, there may be charges for using the card and our automatic teller machines. There may be a per transfer charge, a fixed charge, or a charge based upon an average or minimum balance. We will inform you of those charges when you apply for or receive your card, and also we will inform our existing ADVANTAGE card holders when a change is made in the charges.

At the time you use one of our automatic teller machines, you may request a receipt reflecting the transactions made on your account. Also, we will send to you monthly statements on your checking account. You will receive a savings account statement for each month that an electronic funds transfer occurs. Savings account statements will not be sent if no electronic funds transfer activity occur. In the case of electronic funds transfers not involving our automatic teller machines, such as direct deposits into your checking account, your periodic statements that we

send to you will verify your deposits if you have arranged to have direct deposits made to your account at least once every 30 days. For additional information on direct deposits which you expect to be made to your account, you may call us at (605) 647-2228.

If you believe your ADVANTAGE card or the code used to operate the card has been lost or stolen, you should tell us immediately. Telephoning us is the best way of keeping your possible losses down. If you tell us within two business days after the card or code is lost or stolen, you can lose no more than \$50.00 if someone used your card without permission. Our business days are Monday through Friday, not including holidays.

DEBIT CARD SERVICES/REPORTING UNAUTHORIZED USAGE

In addition to ATM services, your ADVANTAGE card may be used to POS terminals operated by participating merchants to pay for goods and services. In general, such merchants will display the logos that appear on your card. Unless specifically indicated otherwise, all referenced to "debit card transactions" refer to both VISA and non-VISA debit card transactions.

There is no limit as to the number of purchases you can make, but you are limited in the dollar amount of purchases during any one day; we will inform you of your daily limit at the time you apply for or receive our ADVANTAGE card. There may be a per transfer charge, a fixed charge, or a charge based upon an average or minimum balance. We will inform you of those charges when you apply for or receive your card, and also we will inform our existing ADVANTAGE card holders when a change is made in the charges.

To complete a debit card transaction, you must have enough available funds to cover the transaction in the account designated in our records. You may not place a stop payment order on a debit card transaction. You may not use your debit card in any preauthorized payment arrangements with VISA merchants. ADVANTAGE cards issued bearing the VISA logo are not credit cards and do not replace or affect any VISA account agreement you may have.

When you use your VISA debit card you will receive and sign a printed sales draft or receipt describing the transaction. By signing the debit receipt you accept the goods or services and agree to the merchant's return policy.

Once you have used your card in connection with VISA debit card transaction we have the right to place a hold on the funds in your designated checking account until the transaction is posted against your account. You agree not to use the funds related to VISA debit card transactions that have not yet been posted, such as by writing checks or withdrawing funds through an ATM, unless you have available credit in a reserve account associated with your designated checking account. You agree that if your debit card transactions overdraw the balance in your account, then you will be liable for the amount of the overdrafts and the overdraft charges. You will be liable for overdrafts even if we authorized a debit card transaction at a time when you did not have the available funds in your checking account to cover the transaction.

You agree that while you maintain an ADVANTAGE card, bearing the VISA logo, with us that we may obtain credit information about you from a credit bureau or other sources.

If you do not tell us within two business days after we learn of the loss or theft of your card or code, and if we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00 for ATM transactions performed with your debit card. If you notify us within two business days after you learn of the loss or theft of your card or code you can lose no more than \$50 if someone used your card

and/or code without your permission. Also, if your statement shows transfers, withdrawals, or deposits that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after 60 days if we can prove we could have stopped someone from taking the money if you had told us in time. If for a good reason, such as a long trip or hospital stay, you are unable to tell us of the loss or theft, we will extend the time period. For your security, do not write your secret code number on your ADVANTAGE card or keep it in your wallet or purse. It is always best to memorize your secret code number.

ADVANTAGE ATM & Checkcard holders are no longer liable for the fraudulent use of their ATM & Checkcard provided that the card holder reports the loss or theft of the card within two business days. After that, the liability will be capped at \$50.00. This does not apply at ATM transactions performed at ATM machines.

If you believe your card or pin number has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, please call us immediately at (605) 647-2228, or write to us at Dakota Heritage State Bank, PO Box 107, Chancellor, SD 57015, attn: ATM Department.

Under certain circumstances, we will disclose information to third parties about your account or the transfers you make. Those circumstances are where it is necessary to complete a transaction or resolve errors involving the transactions, in order to verify the existence and condition of your account for third party such as a credit bureau or merchant in order to comply with any government agency or court orders, or if you give us written permission to do so.

PREAUTHORIZED PAYMENTS

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. To do that, call us at (605) 647-2228 or write us at Dakota Heritage State Bank, PO Box 107, Chancellor, SD 57015, in time for us to receive your request three business days or more before the payment is scheduled to be made.

If you call, we may also require your request in writing and get it to us within 14 days after your call. There will be a service charge for your stop payment request. If you have ordered us to stop one of these previously arranged regular payment three or more business days before the payment is scheduled, and if we fail to do so, we will be liable for any losses or damages which you might suffer because of that.

If you have arranged to have payments deducted from your account and these payments may vary in amount, please make arrangements with the party to whom the payments will be made and they will tell you the correct procedure to follow for acquiring notification of the varying amounts. You may choose to get this notice only when the payment would differ by more than a certain amount from previous payment or when the amount fell outside certain limits that you set.

If we do not complete and electronic fund transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for losses or damages you might suffer because of that. There are exceptions to that, however. 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 terminal or automatic system is not working properly at the time you attempte dto make your transfer; or if any other circumstances beyond our control prevent us from making the requested transfer.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, telephone us at (605) 647-2228 or write us at Dakota Heritage State Bank, PO Box 107, Chancellor SD 47015. Contact us 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 your statement or receipt. We must hear from you no later than 60 days after we sent the first statement in which the problem or error appeared. When you contact us concerning a possible error or questions about electronic transfers, tell us your name and account number, describe the error or transfer about which you are unsure and explain as clearly as you can why you believe it is an error or why you need more information, and tell us the dollar amount of the transaction. If you contact us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we receive notification from you, (5 business days for point of sale the error will be corrected promptly.

If we need more time, however, it may take up to 45 days, (90 days if the transfer involved a point of sale transaction) to investigate your complaint or question. If we decide to do this we will recredit your account within 10 business days, (5 if the transfer involved a point of sale) 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 need not recredit your account. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of any documents that we used in our investigation..

DAKOTA HERITAGE STATE BANK ATM & CHECKCARD WITHDRAWAL LIMITS

\$100 per day for ATM Cash withdrawals

\$300 per day for Point of Sale (POS) transactions

* You may request a limit change at any time.

FEES

ATM Cash Withdrawals

FREE AT THE AMPRIDE IN CHANCELLOR

\$1.50 per transaction at a Non-Advantage ATM

To find an ADVANTAGE ATM machine www.advantage-network.com