



Member FDIC

Cardholder Agreement

The undersigned ("I" or "we"), in consideration of **Mars Bank** ("you" or "your") issuing to me an ATM CARD/Debit MasterCard®, hereby agrees to be legally bound by the following terms and conditions.

1. **Accounts and Uses of CARD:** I have the Account(s) (including such transaction (checking), savings and/or credit (loan) account(s)) with you set forth on my application form. I hereby request that you issue me one or more CARDS to be used in connection with such accounts as described in this Agreement.

I understand I may use the CARD with my Personal Identification Number ("PIN") at an ACCEL automated teller machine ("ATM") to (1) withdraw cash from my account(s), (2) effect transfers to or from my account(s), (3) make or arrange for deposits to my account(s) or (4) receive information regarding the balance in my account(s). I understand that I may also make certain payments using a deposit/payment envelope only at your ATM(s).

I may also use automated teller machines throughout the United States and in certain foreign countries which bear the PLUS SYSTEM® name and logo ("PLUS SYSTEM ATM") to (1) make withdrawals from, (2) effect transfers to or from or (3) receive information regarding the balance in my transaction or savings account(s) that are designated as the primary account of each such type on my application form.

I further understand that I may use the CARD at any retail establishment ("MERCHANT") where CARDS are accepted to purchase goods and services and/or to obtain cash where permitted by the Merchant ("Purchase"). If I use the CARD to make a Purchase, I shall be requesting you to withdraw funds in the amount of such Purchase (including any cash received from the Merchant) from my primary transaction (checking) account designated on my application form and directing or ordering you to pay such funds to the Merchant.

I further understand that I may use my Debit MasterCard® at any retail establishment ("Merchant") where MASTERCARDs are accepted to purchase goods and services and/or to obtain cash where permitted by the Merchant ("Purchase"). If I use my Debit MasterCard® to make a Purchase, I shall be requesting you to withdraw funds in the amount of such Purchase (including any cash received from the Merchant) from my primary transaction (checking) account designated on my application form and directing or ordering you to pay such funds to the Merchant.

I request that you provide to me such other services or access to other ATM systems or networks using the CARD which you make available and which you advise me are offered in connection with my account(s) set forth on my application form. I also understand that from time to time I may request in writing that you provide access to additional accounts of mine through the CARD you have issued to me. I agree that the uses of the CARD described in the Agreement shall be subject to the rules and regulations of each account which is accessed by such CARD.

2. **Use of Your Card with Your Signature:** I understand a Merchant that accepts a MASTERCARD for the purchase of goods and/or services may also accept the Debit MasterCard® as payment without the use of my Personal Identification Number or PIN as long as I provide my signature on the transaction slip. I will receive a copy of the transaction slip as evidence of the transaction.
3. **Use of Personal Identification Number ("PIN") with ACCEL ATM CARD:** I understand that a PLUS SYSTEM ATM is an automated teller. It can and will perform many of the same tasks as a human teller. I acknowledge that the Personal Identification Number or PIN which I use with the CARD is my signature, identifies the bearer of the Card to the ATM and authenticates and validates the directions given, just as my actual signature and other proof identify me and authenticate and validate my directions to a human teller. I also understand that a Merchant which accepts the CARD for a Purchase transaction may have an electronic terminal (Merchant operated or self service) which requires the use of my PIN and when my PIN is used at a Merchant's terminal, it will authenticate and validate the directions given just as my actual signature will authenticate and validate my directions given to you.

I acknowledge that my PIN is an identification code that is personal and confidential and that the use of the PIN with the CARD is a security method by which you are helping me to maintain the security of my account(s). Therefore, I AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS MY PIN.

4. **Liability for Unauthorized Transactions:** I agree to contact you at once if I believe the CARD(s) issued to me or my PIN has been lost or stolen or money is missing from my account(s). I also agree that if my monthly statement shows transactions which I did not make, and do not contact you within 60 days after the statement was mailed to me, I may not get back any money lost after that time. I AGREE THAT IF I GIVE MY CARD(S) AND PIN TO SOMEONE ELSE TO USE, I AM AUTHORIZING THEM TO ACT ON MY BEHALF AND I WILL BE RESPONSIBLE FOR ANY USE OF THE CARD(S) BY THEM.
5. **How to contact Card Service:** I agree to contact Card Services immediately, if I believe the CARD issued to me or my PIN has been lost or stolen or that an unauthorized transfer or Purchase from any of my accounts has occurred or might occur, by phoning, and by confirming such information in writing to you at:

Mars Bank
PO Box 927
Mars PA 16046
724.625.1555

After banking hours call 1.800.472.3272 for lost or stolen cards.

6. **Charges:** I agree to pay the charges or transaction fees which are charged by you for these services or for services which may later be offered as such fees or charges may be imposed or changed from time to time.

Purchases and cash withdrawals made in a foreign country and foreign currencies using an ATM Card/Debit MasterCard® will be converted to U.S. dollars at the rate that exists on the date of exchange as determined by the foreign bank in accordance with operating regulations relating to the applicable network and other applicable operating rules for international transactions. The conversion rate may not be the same as on the transaction date. I understand that you do not have any control over the conversion rate on any conversion fee that may be charged by a card association.

7. **Deposits and Payments:** I agree that when I make a deposit or a payment at an ATM that you have the right to verify the deposit or payment before you make the money available to me or credit such payment to my loan account. If I deliver cash, checks or other items to an ATM, I understand and acknowledge that the funds from my deposit may not be available for immediate withdrawal and that the availability of my deposit shall depend on your rules and regulations regarding the particular account in which I am making a deposit, the items that I am depositing and whether the deposit is made at an ATM that is owned by you or another financial institution. I also understand and acknowledge that not all ATMs may accept deposits, and some ATM(s) may limit the amount of funds which may be deposited, and you may not control these limits. I also recognize that payments using a deposit/payment envelope may only be made at ATMs owned and operated by you.

8. **Liability:** If the CARD is issued for a joint account, we agree to be jointly and severally liable under the terms of this Agreement and the agreement for such account.

I agree that if I make deposits (or payments) to my account(s) with items other than cash (checks, drafts or other items) and you make funds available to me from such deposits prior to their collection, I agree that you may deduct the amounts of such funds from my account(s) which are not collected or, if the funds in my account(s) are insufficient at such time, I will promptly pay to you any amount of such funds which are not collected.

9. **ATM Surcharges:** ATM Network rules allow Financial Institutions, ATM owners and ATM Processing Networks to charge a fee for transactions at their ATM Machines or within their ATM Networks. These fees would appear as a Surcharge (add-on fees) to the amount of my transaction. I understand that these ATM surcharges are not fees imposed by MARS BANK. These fees are an ATM usage fee that may be assessed against my account as additional compensation by these groups.

I understand that when I begin a transaction at a Surcharging ATM, I will be notified of any Surcharge fee and given the option to cancel the transaction and avoid these fees. If I wish to complete the transaction, I am agreeing to pay any ATM usage and processing fees that may be assessed. I may avoid these types of fees by using ATMs owned and operated by you.

10. **Card Restrictions:** Any financial service provided by MARS BANK may be used for any transaction permitted by law. You agree that you will not use your card for any transaction that is illegal under applicable federal, state or local law. You agree that illegal use of any financial service will be deemed an action of default or breach of contract. Use of any financial service in a manner not permitted by law may cause that service or related services to be terminated at the bank's discretion. You further agree, should illegal use occur, to waive any right to sue MARS BANK for such illegal use of any activity directly or indirectly related to it. Additionally, you agree to indemnify and hold MARS BANK harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

11. **Amendment of this Agreement:** I agree that from time to time you may amend or change the terms of this Agreement including amendments or changes to add further CARD services or to amend or change the charges for these services. You may do so by notifying me in writing of such amendments or changes and my use of the CARD services after the effective date of any such amendment or change shall constitute my acceptance of and agreement to such amendment or change.

12. **Ownership:** I agree that the CARD is your property and I will surrender it to you upon your request. I agree that the CARD is non-transferrable.

13. **Disclosures:** I hereby acknowledge receipt of the disclosure statement informing me of my rights under the Electronic Fund Transfer Act and a copy of this Agreement.

14. **Limitations:** I understand that the maximum amounts which may withdrawn each day from my account(s) at ATM's or Merchant (Point-of-Sale (POS)) terminals are as follows:

	<u>Debit MasterCard®</u>	<u>ATM Card</u>
ATM Limit	\$500	\$500
POS Limit	\$2,500	\$500
Overall Limit	\$2,500	\$500
POS Return Limit	\$2,500	\$500

I understand that all transactions are subject to the availability of the funds in my account(s).

15. **Traveling Outside the United States:** To further protect our ATM Card/Debit MasterCard® holders, Mars Bank has implemented procedures for card holders traveling outside the United States. You must contact our Electronic Banking experts at 724-625-1555 x226 prior to your trip.

While we know this is an added step in the busy days before a trip, making this call will ensure uninterrupted use of your card and access to your money while you travel.