



VISA CHECK CARD APPLICATION  
CONSUMER ACCOUNT

PLEASE LIST THE LEGEND BANK ACCOUNTS THAT WILL BE ASSOCIATED WITH YOUR CARD:

PORT # \_\_\_\_\_ CHECKING # \_\_\_\_\_ SAVINGS # \_\_\_\_\_

ALTERNATE CHK # \_\_\_\_\_ ALTERNATE SVGS # \_\_\_\_\_

APPLICANT'S INFORMATION:

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

SOCIAL SECURITY #: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

NAME OF EMPLOYER: \_\_\_\_\_

HOME PHONE #: \_\_\_\_\_

WORK PHONE #: \_\_\_\_\_

CELL PHONE #: \_\_\_\_\_

THIS INFORMATION IS GIVEN TO OBTAIN THE LEGEND BANK VISA CHECK CARD, IT IS TRUE AND COMPLETE. I AUTHORIZE LEGEND BANK TO VERIFY THE INFORMATION CONTAINED ON THIS APPLICATION AND TO OBTAIN FURTHER INFORMATION FROM A CONSUMER CREDIT REPORT TO ASSIST IN THE REVIEW PROCESS. WHEN I OR SOMEONE I AUTHORIZE USE THIS ACCOUNT, I AGREE TO THE TERMS AND CONDITIONS OF THE AGREEMENT THAT GOVERNS THE USE OF THE LEGEND BANK VISA CHECK CARD. I UNDERSTAND THAT IF MY CHECKING ACCOUNT BECOMES OVERDRAWN DUE TO A CHECK CARD TRANSACTION, AN OVERDRAFT FEE WILL BE CHARGED.

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*FOR INTERNAL USE ONLY\*\*\*

CARD # 4855-84 \_\_\_\_\_

NAVIGATOR INPUT BY: \_\_\_\_\_

DATE OF INPUT: \_\_\_\_\_

CONFIRMED BY: \_\_\_\_\_



## **LEGEND BANK CONSUMER VISA CHECK CARD DISCLOSURES**

Legend Bank Check Card offers additional services that give you greater versatility for managing your financial needs. You may use your Check Card to pay for goods and services at any merchant where VISA is accepted. The purchase is deducted from your checking account. Also, this card can be used as an ATM card. Your savings account can only be tied to an existing Check Card and is available at the ATM. The following is a disclosure statement made in compliance with certain disclosure requirements imposed on financial institutions by the Electronic Funds Transfer Act and Regulation E of the Federal Reserve Board which apply to consumers only.

### **PERSONAL IDENTIFICATION NUMBER (PIN)**

Upon receipt of your card and Personal Identification Number (PIN), you are required to sign your name on the signature panel on the back of the card. You are responsible for the proper control in your use of the card and PIN. We must be notified immediately if you believe your card has been lost or stolen or if a transfer of funds has been made without your permission. For your protection you should keep PIN secret and not write it on the card or keep it any place where it may be found with the card.

### **LIMITATIONS OF TRANSACTIONS**

For security reasons, there are limitations on the dollar amounts of transactions. Cash withdrawals at an ATM machine are limited to \$300 per business day. Point-Of-Sale transactions (PIN transactions at merchants) are limited to \$1000 per business day. The daily limits of \$1000 Point-Of-Sale and \$300 ATM withdrawals are shared. For example, if you purchase an item at a retail merchant using your PIN for \$1200.00, you would only be able to access \$100 from the ATM. Limitations for use as a VISA check card (signature-based, phone orders, on-line orders, et al) are no more than \$2500 or the available balance of your checking account whichever is the lesser of pending transactions during a 24 to 72 hour period or. A business day consists of a 24-hour period starting at 3:00 PM to 3:00 PM the next day. Weekends are considered to be one business day starting on Friday at 3:00 PM and ending the following Monday at 3:00 PM. Three day weekends are also considered to be one business day starting at 3:00 the day before the holiday and ends at 3:00 on the first weekday after the holiday.

### **TYPES OF TRANSACTIONS**

You may use your Check Card at automated teller machines (ATM) and any merchant that accepts VISA. However some of these functions may not be available at all ATM terminals:

- ATM Cash Withdrawals with Check Card and PIN
- ATM Transfer of Funds between accounts
- ATM Account Balance Inquiries
- Point-Of-Sale PIN Transactions at retail merchants
- VISA Check Card purchases where VISA is accepted

### **FOREIGN TRANSACTIONS**

Purchases made in foreign countries and foreign currencies will be billed to you in U. S. dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA.

## DOCUMENTATION

When you complete an ATM transaction, you will receive the following information on a receipt:

- Amount of money withdrawn
- Date of transaction
- Type of transaction
- Identity of account
- Terminal location
- Transaction sequence number
- Last 4 digits of the card number

You have a right to receive a receipt at the time you perform a transaction with participating VISA merchants. A monthly account statement for your checking account will be sent to you, also a monthly savings statement if ATM withdrawals are made during that particular month. These statements will list your ATM withdrawals, POS/VISA purchases as well as any fees incurred as a result of using the Check Card.

## DISCLOSURE OF CHARGES

A \$5.00 fee may apply on replacement Check Cards reissued due to negligence on the part of the cardholder. In general, a card transaction is treated the same as any other withdrawal or deposit, unless otherwise stated in the account description. For other charges related to your specific account, please refer to a current Truth in Savings-Deposit Account Disclosure. The bank reserves the right to make future changes in checking account and/or Check Card service charges.

## ACCOUNT INFORMATION DISCLOSURE

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

- To complete transfers as necessary;
- To verify the existence and condition of your account for a third part, such as a credit bureau or merchant;
- To comply with government agencies or court orders;
- To anyone using your Check Card and PIN (Personal Identification Number);
- To anyone who has your written permission.

## BANK'S LIABILITY

If we do not complete a transfer to or from your account on time or in the correct amount according to your instructions, 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 ATM where you are making a withdrawal or transfer does not have enough cash;
- If you used the wrong PIN, or you used an ATM/POS (point-of-sale) in an incorrect manner;
- If circumstances beyond our control (such as fire or flood) prevent the transfer;
- If the money in your account is subject to legal process or other encumbrance;
- If your card has been revoked due to excessive insufficient fund transactions, notice from you of suspected fraud, or other such circumstance;
- There may be other exceptions stated in our agreement with you. The bank may be liable for damage where it failed to properly credit deposits, subject to the normal policies and procedures of the bank; and where the bank failed to stop-payment of an item, subject to the normal policies and procedures of the bank. However, under no circumstances shall the bank be liable for damages where the error or failure is beyond our control and the bank exercised due care, according to industry standards, or where there was a technical or mechanical malfunction.

## **CARDHOLDERS LIABILITY**

Contact the bank immediately if you believe your Check Card or PIN is lost or stolen. An immediate phone call to (800) 554-8969, is the best way to reduce any possible losses. VISA offers a Zero Liability policy if you report the loss or theft of your card within two (2) business days. Additional limit on liability for VISA Check Cards: unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA Check Card. This additional limit on liability does not apply to ATM transactions; transactions using your Personal Identification Number are not protected by VISA, or to commercial cards. This means 100% protection for you, guaranteeing you maximum protection against fraud. You have complete liability protection for all your card transactions that take place on the VISA network. Should someone steal your card number while you are shopping online or off, you are protected-you pay nothing for the fraudulent activity. An immediate phone call is the best way to reduce any possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit, if you have one). If you do NOT notify the bank within two (2) business days your liability could be as much as \$500.00. ATM liability is limited to no more than \$50.00 if you report the theft of your card or PIN within two (2) business days and if you do NOT notify the bank within two (2) business days your liability is limited to no less than \$50.00. Also, contact the bank immediately if your checking account statement lists transactions that you did not make. If you do not notify the bank in writing sixty (60) days after the statement mailing date, you may not be reimbursed for the unauthorized withdrawals.

## **ERROR RESOLUTION**

Please review your checking account statement carefully. If it lists any Check Card transactions you did not make, notify us immediately. If you do not notify us in writing within 60 days after the statement mailing date, where the error first appeared, you may not be reimbursed for the withdrawal. The minimum amount of information in your notification includes your name, account number and a description of the transaction in question. Your transaction description would include the amount, date and a clear explanation of why you believe it is an error or why you need more information. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days we will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly if the transaction involved a point-of-sale transaction, or a foreign initiated transfer. If we need more time, however, we may take 90 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. We will tell you the results within 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.