



Jiko Bank, a division of Mid-Central National Bank

## Jiko Solid™ Debit Card Agreement and Disclosure Statement

Revised September 3, 2020

This Jiko Solid Debit Card Agreement and Disclosure Statement ("Card Agreement") sets forth the terms, conditions and disclosures that apply to the Jiko Solid Debit Card ("Card") issued by Jiko Bank ("Jiko"), a division of Mid-Central National Bank (individually and collectively with Jiko, "Bank"), to you in connection with the [Jiko Bank Account Agreement](#) and the Jiko Solid Debit Card Test Program ("Program").

In this Card Agreement, the words "Card" and "Cards" refer to the Card. Also, as used in this Card Agreement the words "we," "us" and "our" refer to Bank, and the words "you" and "your" refer to each person to whom the Bank issues a Card. The Cards access a bank account you have established with Bank ("Bank Account"). This Card Agreement incorporates, supplements and supersedes, where inconsistent with respect to Cards, the terms of your [Jiko Bank Account Agreement](#) ("Bank Agreement") with Bank. Please see the [Jiko Bank Account Agreement](#) and its schedules for additional terms (including without limitation regarding arbitration of disputes and governing law) that apply to the Cards as well as the Jiko Bank Account.

You will be able to view available monthly Jiko Bank Account statements, view available Jiko Bank Account and Card transactions, and communicate with us regarding your Cards and the Jiko Bank Account by use of an application (the "Jiko App") that we make available and that you must download on your mobile device in order to open and use the Jiko Services. Please be aware that, as of the revision date of this Card Agreement, the Jiko App will only function on a mobile phone or other electronic device that can access the Jiko App and is compatible with and has installed and runs the iOS mobile operating system version 11 or higher, or on Android mobile operating system version Oreo 8.0 or higher.

You will be bound by this Card Agreement unless you promptly cut the Card in half and call us, toll-free, at 1-833-333-JIKO (1-833-333-5456) (if calling from outside the United States, call 1-510-788-8810). Your activation or use of the Card will be further evidence of your agreement to the following terms.

- 1. Services.** Each Card is a debit card issued on the Discover® Financial Services ("Discover") card network. The Card may be used wherever Discover cards are accepted to perform the transactions and subject to any dollar amount or frequency limitations set forth in the [Limitations Disclosures](#) as currently in effect. The [Limitations Disclosures](#) may be changed by us from time to time. The latest version of the [Limitations Disclosures](#) is always available on the Jiko App (tap "Profile," "Jiko agreements and disclosures," and then "The Bank Account"), and you should check the current version that applies to this Card Agreement. If a change is adverse to you we will notify you through the Jiko App and/ or by email no later than 30 days prior to the change. A change will be deemed to be



adverse to you if it will result in increased fees, increased liability for you, fewer types of available transactions or stricter limitations on the frequency or dollar amount of transactions.

The Card may be used to

- Withdraw cash from your Jiko Bank Account at an automated teller machine ("ATM") that accepts the Card.
- Pay for purchases at brick and mortar stores and other physical places that accept the Card ("point of sale" or "POS"). The Card may not be used for any transactions conducted over the Internet, the telephone or any other online or "card not present" transactions.

Please note that the error resolution and liability provisions of this Card Agreement do not apply to balance inquiries.

Some of these services may not be available at all terminals or web sites. You can use your Cards to perform transactions only for the Jiko Bank Account at the Bank that is linked to your Cards.

2. **Point-of-Sale Purchases.** You may use your Card to pay for goods and services at retail locations displaying the symbols of the networks in which we participate. We will charge the amount of your purchases to the Jiko Bank Account. Cash refunds will not be made to you for POS purchases made with your Card. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment, which we will apply as a credit to the Jiko Bank Account.
3. **ATM and POS Terminal Locations.** Your Card can be used at ATM and POS terminals that are part of the networks in which we participate. See the back of your Card for their symbols (e.g., Discover, Pulse, NYCE).
4. **Personal Identification Number.** Your Card cannot be used at ATMs and most POS terminals without a personal identification number ("PIN"). You may be asked to sign a sales slip or provide identification, rather than enter your PIN, for certain POS transactions. At some merchants, such as gas stations, you may not be required to sign your name or enter your PIN for a Card purchase. Please note that you need access to the Jiko App to activate your Card by setting your PIN, and to reset your PIN.
5. **Processing of Card Transactions.** As discussed in the [Jiko Bank Account Agreement](#), the Jiko Bank Account that is accessed by the Cards is linked to a Jiko Brokerage Account you maintain at Jiko Securities, Inc. (the "Brokerage Account"). The Jiko Bank Account at any moment in time typically has a zero balance. Accordingly, when you use a Card to make a transaction described above, securities in an omnibus account in the amount of the Card transaction will be liquidated to the extent required to generate proceeds sufficient to pay the amount of each Card transaction, and such proceeds will be promptly transferred to the Jiko Bank Account to cover the transaction, all generally in real time.



6. **Limitations.** Please see the [Limitations Disclosures](#) currently in effect for any limitations on the types of transactions you may make using the Card and any limitations on the frequency or dollar amount of transactions.

We may refuse to authorize a transaction if it could not be funded through the processing of card transactions described in Section 5 above.

When you use your Cards to pay for goods or services, certain merchants (e.g., car rentals, gas stations, hotels and restaurants) may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your Jiko Bank Account for the amount indicated by the merchant. As described in your [Jiko Bank Agreement](#) and [Jiko Brokerage Account Agreement](#), your Card transaction may trigger liquidation of your Jiko Brokerage Account holdings to the extent required to generate proceeds sufficient to pay the amounts requested by your Jiko Bank Account and place the hold, all generally in real time. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your Jiko Bank Account for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles.

You agree not to use the Cards for any transaction, such as online gambling, that violates state or federal law.

7. **Foreign Transactions.** If you conduct a transaction in a currency other than U.S. dollars, the merchant, network or card network that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies. Discover currently uses a conversion rate that is either selected from a range of rates available in the wholesale currency markets (which rate may be different from the rate the network itself receives) or the government-mandated rate on the day the transaction is processed. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to the Jiko Bank Account.
8. **Record of Your Card Transactions.** With the exception of certain POS transactions under \$15, you can get a receipt at the time you make any transfer to or from your Jiko Bank Account at an ATM or a POS terminal. You will get a monthly Jiko Bank Account statement.
9. **Our Liability For Failing To Make Transfers.** If we do not complete an electronic fund transfer to or from your Jiko Bank Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. There are some exceptions, however. We will not be liable, for instance, if:
- Through no fault of ours, you do not have enough available funds in the Jiko Bank Account to make the transfer.
  - The funds in your Jiko Bank Account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal.
  - The transaction cannot be completed because your Card is damaged.
  - If the ATM where you are making the transaction does not have enough cash.



- The system, ATM or POS terminal was not working properly and you knew about the problem when you started the transaction.
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption or a natural disaster) prevent or delay the transfer, despite reasonable precautions taken by us.
- We have reason to believe the transaction may not be authorized by you.
- There may be other exceptions stated in our [Jiko Bank Account Agreement](#) with you.

**10. Card and PIN Security.** You agree not to disclose or otherwise make your Card numbers or PIN available to others. For security reasons, you agree not to write your PIN on your Card or keep it in the same location as your Card. You agree to return the Card to us upon our request.

**11. Lost or Stolen Card/PIN.** If you believe your Cards or PIN has been lost or stolen or that someone has transferred or may transfer money from your Jiko Bank Account without your permission, call us at 1-833-333-JIKO (1-833-333-5456) (from outside the U.S., call 510-788-8810). You also can also write to us at 2000 Alston Way, PO Box, 327, Berkeley, CA 94701.

**12. How to Report Unauthorized Transactions and Resolve Errors Or Questions.** Call us at the number, or write to us at the postal address described in the preceding section, 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 must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name, address and the last four (4) digits of your Jiko Bank Account number. We may request additional information to verify your identity.
- 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.

It would be helpful if you also provided us with any supporting documentation related to the error. 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days of receiving the error notice for the amount you think is in error, so that you will have the use of the money during the time that 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.



For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will correct the error, if any, within one business day after determining the error occurred, and tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you an explanation by e-mail. You may ask for copies of the documents that we used in our investigation.

- 13. Your Liability for Unauthorized Electronic Fund Transfers.** Tell us AT ONCE if you believe a Card or PIN has been lost or stolen or has been used by someone without authorization. Notifying us by telephoning 1-833-333-JIKO, (1-833-333-5456) or if calling from outside the United States at 1-510-788-8810 is the best way of keeping your possible losses down. You can also write us at 2000 Allston Way, P.O .Box 327, Berkeley, CA 94701 You could lose all the money in your Jiko Bank Account plus all of the money that can be transferred to the Jiko Bank Account from the Jiko Brokerage Account through the process described in the [Jiko Bank Agreement](#) involving selling securities in your Jiko Brokerage Account and transferring the resulting amount to the Jiko Bank Account. If you tell us within 2 business days after you learn of the loss or theft of a Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500. (This \$500 liability provision does not apply to Cards issued to California account holders.)

Also, if your statement shows transfers 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 the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- 14. Fees.** If you conduct a transaction including a balance inquiry at an ATM that is not owned or operated by us, the operator of the ATM and any network utilized to effect the transaction may impose a fee.
- 15. Business Days.** Our business days are Monday through Friday, excluding holidays.
- 16. Disclosure of Account Information.** We may release information about your accounts and the transactions you perform to third parties where it is necessary or helpful in verifying or completing a transaction, to consumer reporting agencies, as permitted by law, with your consent. Please see Bank's Privacy Policy for further details.
- 17. Change in Terms/Other Terms.** We may add to, delete or change the terms of this Card Agreement or the [Limitations Disclosures](#) at any time by providing you with prior notice by email, text message and/or using the Jiko App and push notifications services. If the change is adverse to you, we will provide the notice no later than 30 days prior to the change effective date. A change will be deemed to be adverse



to you if it will result in increased fees, increased liability for you, fewer types of available transactions or stricter limitations on the frequency or dollar amount of transactions. The current version of this Card Agreement is available in the Jiko App. Please check the Jiko App from time to time for the latest version of this Card Agreement. Again, please also see your [Jiko Bank Account Agreement](#) for other terms that apply to your Cards and Jiko Bank Account.

- 18. Termination.** We may suspend or terminate your use of the Cards, including the cards provided through the Program, the PIN and this service with or without cause at any time by providing you with prior notice. We may terminate your use of the Cards, the PIN and this service immediately if you or any owner of your Jiko Bank Account breaches this Card Agreement or any other agreement with us, we have reason to believe that there has been or may be an unauthorized use of your Jiko Bank Account, Cards or PIN, there are conflicting claims to the funds in your Jiko Bank Account, or you or any authorized signer on your Jiko Bank Account requests that we do so. If you or any owner or authorized signer on your Jiko Bank Account asks us to terminate your Jiko Bank Account or any Cards associated with your Jiko Bank Account, you will remain liable for subsequent transactions performed by you or any other cardholder on your Jiko Bank Account.