

**AGREEMENT**

By accepting this Agreement or using the Card, you agree to be bound by the provisions of this Agreement applicable to the Card. ("You," "Your," and "Yours" refer to each person who signs an application for or uses the Card, including Authorized Users designated to receive a Card by the Account Holder). This Agreement applies to any electronic funds transfer service or Card transaction, if applicable, offered by Republic. This Agreement sets forth your rights and obligations as a user of Republic's electronic funds transfer services. It is also a statement of Republic's rights and obligations as a provider of electronic fund transfer services.

**CONSUMER LIABILITY**

Tell us AT ONCE if you believe your Card, Card Number, or Personal Identification Number (PIN), or other Account Access Device, 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 of keeping your possible losses down. You could lose all the money in your Account (including your Overdraft Honor or Ready Reserve amount). If you tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, you can lose no more than \$50 if someone used your Access Device without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, and we can prove we could have stopped someone from using your Access Device without your permission if you had told us, you could lose as much as \$500. Also, if your Account statement shows transfers that you did not make, including those made by Card, code or other means, tell us at once. If you do not tell us within sixty (60) calendar days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) calendar 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.

Contact in the event of unauthorized transfer: If you believe your Access Device has been lost or stolen, that someone transferred or may transfer money from your Account without your permission:

- Call us at: 1-888-584-3600;
- Or write us at:  
Republic Bank  
ATTN: Card Operations  
601 West Market Street  
Louisville, Kentucky 40202

**AUTHORIZED USERS**

You are responsible for all authorized transactions initiated and fees incurred by use of your Card or other Account Access Device. If you permit another person to have access to your Card, Card Number, or Personal Identification Number ("PIN"), or other Account Access Device, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You must notify us to revoke permission for any person you previously authorized to use your Card, Card Number, or PIN. If you notify us to cancel another person's use of your Card, Card Number, or PIN, we may close your Card and issue a new Card to you with a different number. You are wholly responsible for the use of the Card and Account according to the terms and conditions of this Section.

**REPUBLIC BUSINESS DAYS**

Our Business Days are Monday through Friday, excluding federal holidays. Transactions received after the end of the cut off on a Business Day will be counted on the next Business Day. The period from the end of Friday's Business Day until the beginning of the next Business Day is considered part of the next Business Day.

**Types of Available Electronic Funds Transfers**

As a condition of opening certain accounts, you agree that we may automatically issue you a Republic Card. However, activating your Card is not required to keep your account open.

a. Debit and ATM Card Transactions: Some of these transactions may not be available at all terminals. You may use your card to:

- (a) Purchase goods or services from any merchant or company that accepts our card network.
- (b) Obtain cash from any financial institution that accepts our card network.
- (c) Withdraw cash from your Republic Account at any Automated Teller Machine (ATM) or ITM.\*\*
- (d) Obtain balance information from your Republic Account at any participating ATM or ITM.\*\*
- (e) Make deposits to your Republic Account at Republic Bank proprietary ATMs or ITMs.
- (f) Transfer funds between your Republic Accounts whenever you request (debit Card only).
- (g) Pay bills directly from your Account in the amounts and on the days you request (debit Card only).

\*\*Non-Republic ATM transactions will be assessed a fee per transaction. Please refer to our established fee schedule for rate of charge.

b. Transfers initiated using your Account and Routing Number (ACH)

- (a) Electronic Check Conversion: You may authorize a merchant or other payee to make a one-time electronic payment from your Checking Account using information from your Check to:
  - i. pay for purchases; or
  - ii. pay bills.

(b) Prearranged Transfer: You may also authorize Republic to automatically debit or credit your Account to or from third parties including:

- i. Accept certain direct deposits to your Republic Account.
- ii. Pay certain recurring bills from your Republic Account.

(c) Transfers initiated through the IVR or Contact Center: You may use our automated customer service system (IVR) or speak to a Contact Center representative to get your account information, obtain balance information, and transfer funds between your accounts with us.

(d) See your Online and Mobile Banking Agreement, Zelle® Agreement, and PopMoney Services End User Agreement for details about these Electronic Funds Transfer services.

**LIMITATIONS ON USE OF YOUR DEBIT CARD**

(a) Limitations on Use of Your Card

When you want to use your Card to purchase goods or services from a merchant or company or to make cash withdrawals from a financial institution, that merchant, company, or financial institution may be required to obtain authorization for transactions over a certain dollar amount. As a security measure, we may limit the amount which may be withdrawn from your Checking Account by the Card over certain periods of time. The use of your Card may otherwise be limited by us at our discretion, and the privilege of using your Card in no way constitutes an absolute right to withdraw funds from your Checking Account through the use of your Card. If a transaction is authorized, we reserve the right to place a Hold on your Checking Account for the authorized amount.

This means we may not authorize subsequent transactions and we may not pay other Items drawn on your Checking Account even if the authorized transaction is not completed. We will have no liability to you if, as a result of Holds placed on your Checking Account when we authorize the use of your Card, we refuse to pay any Check, draft or other Item drawn on your Checking Account. We will also have no liability to you if we do not authorize your use of the Card for any reason.

You can conduct 40 point-of-sale transactions and 20 ATM transactions each day. There are also daily limits on the dollar amount you may spend when conducting point-of-sale transactions and when withdrawing funds from an ATM (please note that any applicable ATM fees will be applied to your ATM withdrawal limit). For additional information regarding the limits of the daily dollar amount or number of transactions, or to obtain your current daily limit on the dollar amount you can spend when conducting POS or ATM transactions, please refer to your Card carrier or call us at 1-888-584-3600.

(b) We reserve the right to terminate your Access Device or other EFT services at our sole discretion for security or other reasons.

**DISCLOSURE OF CHARGES FOR ELECTRONIC FUND TRANSFER ACTIVITY**

a) Transactions at a Republic ATM (including ITM transactions using your Card): There are no extra charges for the initiation of (or the right to initiate) electronic fund transfers to or from any of your Republic Accounts in addition to the normal charges that apply to the Account.

b) Non-Republic ATM: Transactions will be assessed a fee per transaction. Please refer to our established fee schedule for rate of charge.

c) Stop Payments: If you request and we process a stop payment of any electronic funds transfer transaction, you will be assessed a stop payment fee per Item. Please refer to our established fee schedule for rate of charge.

d) Overdrafts: If any electronic funds transfer transaction results in an overdraft on your Account, you may be assessed a fee per overdraft transaction (Overdraft Fee) and a fee per Business Day your Account is overdrawn beginning on the 3rd consecutive Business Day (Daily Overdraft Fee) up to 14 Business Days. Please refer to our established Fee Schedule for rate of charge.

e) Returned Items Fees: If any electronic funds transfer transaction is returned or there is not enough money in your Account to cover your transaction during our End of Day Processing, you may be assessed a Returned Item Fee each time an Item is returned. Please refer to our established fee schedule for rate of charge.

f) International Transactions: There will be a three percent (3%) of the transaction amount fee assessed to all transactions occurring and/or billed in foreign countries.

g) Rush Card Fee: If you choose to have a Card rushed to you, there will be a Rush Card Fee. Please refer to our established fee schedule for rate of charge.

h) Additionally, see your Online and Mobile Banking Agreement and Zelle® Agreement, and Funds Transfer and PopMoney Services End User Agreement, where applicable.

**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).

**DOCUMENTATION**

a. Terminal Transfers. You can get a receipt at the time you make a transfer to or from your Account using one of our ATMs.

b. Preauthorized Credits. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us at 1-888-584-3600 to find out whether the deposit has been made.

c. Periodic Statements. You will get a monthly Account statement.

**PREARRANGED TRANSFERS**

You can establish prearranged transfers on your Republic Account. If the amounts of the prearranged transfers vary, the person or company you are scheduled to pay will tell you when the payment will be made and how much it will be at least ten (10) days before each payment. If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO

If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. To cancel payments, call us at 1-888-584-3600 or write us at:

Contact Center  
Republic Corporate Center  
601 West Market Street  
Louisville, Kentucky 40202

Please be sure to contact us in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) Business Days after you call. Please refer to our established fee schedule for rate of charge.

### Stopping Payment on Recurring Card Transactions

You may stop a payment on recurring Card entries. If you wish to block all future payments related to a particular authorization or originator, we may ask you to confirm to us in writing that you have revoked the authorization directly with the originator. We may choose to replace your Card.

A one-time debit card transaction that has been authorized cannot be stopped.

### INTERNATIONAL TRANSACTIONS

Purchases and ATM transactions occurring and/or billed in foreign countries will be debited to your Checking Account in U.S. dollars. The rate of exchange between the Transaction Currency and the Billable Currency used for processing of international transactions is the wholesale market rate or the government-mandated rate in effect on the processing date, increased by three percent (3%). There will be a three percent (3%) of the transaction amount fee assessed to all transactions occurring and/or billed in foreign countries.

### REPUBLIC'S OBLIGATIONS

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 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 you are attempting to draw against deposits of Checks, drafts or other non-cash Items that have not yet been collected. Generally, a Check is collected when we present it to the bank it is drawn on and that bank pays us its value.
- If you are attempting to draw against funds deposited in an ATM before the amount of your deposit has been manually verified by us and credited to your Account.
- If the transfer would exceed your Overdraft Honor limit.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as a fire or flood) prevent the transfer despite reasonable precautions that we may have taken.
- If the funds in the Account have been offset by Republic in payment of a delinquent loan or if the funds have been attached or otherwise proceeded against us as a result of a lawsuit that someone has brought against you or against a joint depositor on your Account.

There may be other exceptions stated in our Agreement with you.

### DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your Account or the transfers you make as follows:

- Where it is necessary to complete transfers
- In order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant
- In the event we close your Account due to insufficient balance or excessive overdrafts
- In order to comply with government agency or court orders or a lawfully issued subpoena
- If you give us your written permission

### ERROR RESOLUTION

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, contact us at the following address or phone number 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.

Phone: 1-866-212-5590  
(Our Customer Service Representatives are available to assist you during regular business hours)

Write: Republic Bank  
ATTN: Dispute Operations  
601 West Market Street  
Louisville, Kentucky 40202

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. In your correspondence, please include the following:

- a) Tell us your name and Account number.
- b) Describe the error or transfer you are unsure about and provide a clear explanation why you believe it is an error or why you need more information.
- c) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require you send us your complaint or question in writing within ten (10) business days. If we ask you to put your complaint or question in writing and we do not receive it within 10 (ten) business days, we may not credit your Account.

We will investigate your complaint or questions and determine whether an error occurred within (10) ten Business Days, we may not credit your Account.

We will investigate your complaint or question and determine whether an error occurred within (10) ten 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) calendar days to investigate your complaint or question. If we decide to do this, we will re-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.

For errors involving new Accounts, point-of-sale transactions, or transactions occurring outside of the United States, 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 re-credit your Account for the amount you think is an error.

We will tell you the results of our investigation 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.

### DUTY TO COOPERATE

If you report any unauthorized transaction on your Account, you agree to cooperate with us in our investigation of your claim. This includes submitting, upon our request, a written statement containing whatever information we reasonably require concerning your Account, the transaction in question and the circumstances surrounding the claimed loss. Your failure or refusal to cooperate with us in our investigation may impede or limit the scope of the investigation, making it more difficult for us to determine that an unauthorized transaction occurred.

Consent to Terms for Card Use: By accepting this Agreement or using the Card, you agree to be bound by the provisions of this Agreement (including this Section) applicable to the Card. ("You," "Your," and "Yours" refer to each person who signs an application for or uses the Card, including Authorized Users designated to receive a Card by the Account Holder).

### MERCHANT DISPUTES

If you have a problem with property or services purchased with your Card, you must first try in good faith to return them or give the merchant a chance to correct the problem before we can help you resolve the problem.

### CANCELLATION OF CARDHOLDER PRIVILEGES

We may refuse to issue a Card and we may revoke your Card privileges with or without cause or notice, other than those which may be required by federal or state law. Your Card remains our property at all times and may be repossessed by us at any time. Upon cancellation of Cardholder privileges, you must surrender the Card to us or our authorized agent upon demand or knowledge of cancellation. You agree not to use or attempt to use an expired, revoked or otherwise invalid Card. If the Card is used other than as permitted by this Agreement (including this Section), we may, at our option and without waiving any rights, recognize the transactions and debit or credit your Account accordingly. The cancellation of Card privileges, by you or by us, does not affect other rights and privileges under the Agreement.

### MISCELLANEOUS TERMS

1. We have no liability or responsibility if, for any reason, your Card is not honored by any merchant, company, financial institution or at other business establishment.
2. The Agreements, rules and regulations governing your accounts will continue to apply to any of your obligations to us and our responsibilities to you which are not covered by this Agreement.
3. The term "Sales Draft" as used herein means the paper document approved by us for use when a transaction is originated by a Card.
4. We may rely on your address appearing on your application for the Card, until we receive written notice in a change of address from you.
5. We may modify or amend this Agreement, in whole or in part, upon reasonable written notice in compliance with Federal law and regulations.
6. If any provision of this Agreement is declared to be invalid by any court of law or appropriate regulatory body, the remaining provisions of the Agreement shall not be affected thereby.
7. The descriptive headings of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
8. This Agreement will be governed by the laws of the Commonwealth of Kentucky.
9. When you give a telephone number directly to us, or place a telephone call to us, you authorize us to place calls to you at that number. You understand that a "telephone number" includes a mobile phone number and "calls" include both telephone calls and text messages to or from your phone or mobile phone. As examples, we may place calls to you about fraud alerts, deposit Holds, and amounts you owe us (collection calls) on your Account. Your consent allows us to use artificial or prerecorded voice messages and automatic dialing technology for informational and Account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your Accounts. If the phone number you provide is your mobile phone number, you give us consent to use text messages in addition to the communication methods listed above for informational and Account service messages, but not for telemarketing or sales messages. Message and data rates may apply.

You authorize us to monitor, and to record, telephone conversations and other electronic communications you have with us and with our representatives for reasonable business purposes, including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so.

To opt-out of telephone or text communications or update your preferences, call us at 1-888-584-3600 or write us at:

Contact Center  
Republic Corporate Center  
601 West Market Street  
Louisville, Kentucky 40202