



# Business ATM and Debit Card Cardholder Agreement

KEEP THIS FOR FUTURE USE

This Business Cardholder Agreement ("Cardholder Agreement") is between Interra Credit Union ("hereinafter "we, us, our or Credit Union"), and each member and authorized signer who has applied for a Business Debit or ATM Card (hereinafter referred to as "Card or Access Device") together with any person who is approved by an owner or authorized signer to use or access these services (hereinafter referred to as "you, your or yours").

The Credit Union's card services are additional "electronic" services provided to increase convenience to our members. This Cardholder Agreement supplements the other terms and conditions set forth in the Credit Union's Business Membership Account and Services Agreement and all related disclosures (collectively referred to as the "Agreement"), which you have previously received and agree to. To the extent that there is any conflict between the terms of the Agreement and this Cardholder Agreement, this Cardholder Agreement will govern our relationship with you with respect to the Card or Access Device and the services provided pursuant to this Cardholder Agreement.

You understand that by signing an account card, application, completing and submitting an application, or the acceptance, retention or use of these card services, you agree to the terms and conditions of this Agreement. Further, you agree to abide by any terms or conditions which may be added because of future enhancements to our electronic services.

## Definitions.

**"Access Device"** means any ATM card, debit card, stored value card or other electronic access device and/or any codes, passwords or personal identification numbers that we issue to allow you to access and/or use any account or other services.

**"Authorized User"** means any person who has actual, implied or apparent authority, or who any owner has given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

**"PIN"** means personal identification number.

## General Rules for Using Your Access Devices.

- You acknowledge and agree to the following:
- Your Card remains the property of the Credit Union and will be surrendered immediately to the Credit Union upon request.
  - To never allow anyone to use, borrow or obtain your Card and PIN. By giving your Card and PIN to another person, you take responsibility for all transactions made by that person or by anyone else to whom that person gives the Card and PIN until you notify us to cancel your Card and issue a new Card.
  - You shall be responsible for maintaining your Card and PIN with maximum security and confidentiality.
  - The Credit Union reserves the right to debit/credit your accounts for all transactions as if each transaction were signed by you. Further, you agree that by acceptance or use of your Access Devices the Credit Union is authorized to pay from any account necessary to satisfy any transaction, fee or service charge that results from the use or misuse of your Access Devices.
  - To use caution when using any ATM or other electronic terminal or device to complete any transaction. You further agree that the Credit Union shall have no responsibility to you or any user, or be liable for any personal injury or property damage, which may occur as a result of any act before, during or after a transaction or other visit to any ATM or other electronic terminal location. You or any user assumes the risk of nighttime use of any ATM or other electronic terminal location or other electronic banking device.
  - An Access Device may be issued to any member or joint owner when qualified under the rules, regulations and by-laws of the Credit Union.
  - If your Access Device is lost or stolen, you agree to notify the Credit Union immediately upon discovery of such loss or theft. Replacement of an Access Device may be issued by us at the cost set forth in the Credit Union's Business Fee Schedule.
  - The Credit Union shall not be responsible for the use or condition of any ATM or other electronic banking terminal or device it does not own. Further, the Credit Union will not be responsible for any failure of an ATM or other electronic banking terminal or device to function except as specifically provided for by law.
  - The Credit Union reserves the right to add or delete ATM or other electronic terminal location or other electronic banking devices as it deems necessary.
  - You agree to hold the Credit Union harmless for unauthorized or fraudulent use of any Access Device issued to your account.
  - The Credit Union reserves the right to make any changes in the daily withdrawal limits it deems necessary.
  - The Credit Union is not liable for any claims you may have against a merchant, company or other financial institution arising from use of your Access Device.
  - You will not use your Access Devices to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.
  - We do not promise everyone will honor your Card, and we have no obligation to you if anyone refuses to accept your Card. We are not liable if any merchant, bank, financial institution or other party refuses to honor your Card, or otherwise fails to provide any services made available to you by the Credit Union.
  - Your monthly statement will identify the merchant or electronic terminal location at which the transaction took place. You should retain documentation furnished to you at the time of the transaction in order to verify against your monthly statement.
  - The Credit Union cannot stop payment on any point-of-sale transaction.
  - You understand that you must keep your savings and checking accounts open in order for your Access Devices to remain valid. You agree to return all Cards if you close your account(s), or upon request.

**Liability and Unauthorized Transactions.** You acknowledge and understand that any card issued under this Cardholder Agreement will not be treated as a consumer card under the provisions of state and federal law. You will not have the benefit of any limitation of liability with respect to the unauthorized use of a card.

You are solely responsible for maintaining the security of your Credit Union business Access Device(s) and access code(s) and their use by you, your employees and other authorized signers. You shall be liable for the acts of your employees and authorized signers related to your Access Device(s), including business debit card applications, online banking transactions and other service requests. If you provide another person with the means to perform transactions related to your accounts using your Access Device or access

code(s), any resulting transactions will be treated as if they were performed and authorized by you. You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. You may contact the Credit Union for assistance with terminating an authorized user or signer. We may have to change your access codes, Access Device or take additional steps to prevent further access by such person.

You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate authorized signer. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Business Banking service. Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. The sooner you notify us of a problem, the better your chance of keeping your losses down.

As a business, you should perform a risk assessment periodically to evaluate that the controls you have in place to secure your business are adequate. The assessment should be used to determine the risk level associated with financial activities you perform with any controls you have in place to mitigate these risks.

**MasterCard Business Debit Card Zero Liability.** If a PIN-based transaction, Point-of-Sale transaction or ATM transaction is made with your card without permission, you will have no liability for the unauthorized transaction provided that:

- You exercised reasonable care in safeguarding your debit card from risk of loss or theft, and
- Upon becoming aware of such loss or theft, you promptly reported the loss to the Credit Union.

MasterCard Business Debit Card Zero Liability will not provide protection for any of the following transaction(s):

- Any transaction by an authorized signer (even if that authorized signer is not a cardholder), a person authorized by a cardholder, or any other person with an interest in or authority to transact business on your account
- Any transaction by a cardholder that exceeded the authority given by you
- Any transaction a merchant has processed in error, or a transaction involving goods or services with which the cardholder is not satisfied.

**Business Use of Cards.** You agree that all Cards issued to your request shall be used solely for business and commercial purposes in connection with your business operations. No consumer use of any Card is permitted under any circumstances. You are solely responsible for insuring that all Cards are used for business and commercial purposes and that the Credit Union will not be liable for any misuse of such Card by any cardholder.

**Dollar Limitation on Transactions.** You may assign a different individual dollar limitation for each individual cardholder. The requested dollar limitation for each cardholder is set forth in the Business Debit Card Application and must be agreed to by the Credit Union. The dollar limitations may be changed from time to time as herein provided; provided that no change may be made without the Credit Union's approval. You agree that we may unilaterally, with no notice, modify the dollar limitations at any time.

**Additional Provisions Related To The Debit Card.** In addition to other disclosures made to you, the following applies directly to the use of the debit card and will supersede subsequent disclosures where applicable.

- A transaction initiated with your debit card is an order by you to charge your primary checking account and is subject to all rules applicable to that account. The available balance in your primary checking account will be reduced by the amount of any transaction for which the merchant has received an authorization from us, even if documentation evidencing a transaction has not been received and processed by the Credit Union. Upon receipt of said documentation, any hold placed on the funds in your account for the amount of the transaction will be deducted for the amount of the transaction. You agree to release the Credit Union from liability based upon failure to authorize subsequent point-of-sale (POS) transfers and/or failure to pay other items drawn on your primary checking account because the processing of a previously authorized POS transaction may not be completed.
- Merchants and others who honor the debit card or related Access Devices may give credit for returns and adjustments, and they will do so by initiating a credit with us, and we will credit that amount to your account.

There will be no charge for the first ATM or debit card issued to the owner(s) or authorized signer(s); the Credit Union may impose a replacement card fee, as set forth in the Credit Union's Business Fee schedule, for additional cards.

Withdrawals, deposits or purchases made on weekends or holidays are considered next business day transactions and are reflected on your statement as such. The maximum daily limit is subject to the balance in your account at the time the transaction is requested.

Some of these services may not be available at all terminals.

**Types of ATM Card Point-of-Sale Transactions and Dollar Limitations.** You may access your checking or share savings account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

- you may not exceed \$800.00 in transactions per calendar day

**Types of Debit Card Point-of-Sale Transactions and Dollar Limitations.** You may access your checking account(s) to purchase goods (in person, by phone or on the internet), pay for services (in person, by phone or on the internet), pay for services (in person, by phone or on the internet), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that you can do with a credit card (that a participating merchant will accept with a credit card).

- you may not exceed \$4,000.00 in transactions per calendar day

**ATM Operator/Network Fees.** When you use an ATM that is 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 funds transfer).

**Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.

**Currency Conversion and Cross-Border Transaction Fees.** If you effect a transaction with your MasterCard™ debit card in a currency other than US Dollars, MasterCard will convert the charge into a US Dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. MasterCard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, MasterCard charges us an Issuer Cross-Border Assessment of 80 basis points (.8% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee of .2% and a Cross-Border Transaction fee of .8%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Termination and Amendment.** The Credit Union reserves the right at any time to terminate your right to make transactions and to retrieve or ask for the immediate return of any Access Device it deems necessary, without prior written notice to you. If notification is required by law, notice will be mailed to you at the address shown on the Credit Union's account records. It is the obligation of each member to provide new addresses to the Credit Union.

**Access Device Revocation.** Any Access Device issued by the Credit Union may be revoked without notice to you in the event that any of the following conditions occur:

- Overdrafts occur as result of insufficient or uncollected funds on an account.
- Any transaction that occurs on your account(s) which results in a monetary loss to the Credit Union.
- Account delinquency with the Credit Union, including but not limited to, loans or credit cards.
- Forced closure of a share or share draft account at the Credit Union due to misuse.
- Any other situation in which the Credit Union deems revocation to be in its best interest.