

VyStar Credit Union  
PO Box 45085 • Jacksonville, FL 32232-5085  
(904) 908-2329 • 1-866-897-8272



## VISA BUSINESS Debit Card DISCLOSURE

This Visa Business Debit Card Agreement is the contract which covers your and our rights and responsibilities concerning the business debit card services offered to you by VyStar Credit Union. In this Agreement, the words "you" and "yours" means those who sign the application or account card as applicant, joint owners, or any authorized users. The words "we", and "us" and "our" mean the Credit Union. The word "account" means any one or more savings and checking accounts you have with the Credit Union. VISA Business Debit Card transactions are electronically initiated transfers of money from your account through the VISA Business Debit Card services described below. By signing an application or account card for VISA Business Debit Card services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the VISA Business Debit Card Services offered.

**1. VISA Business Debit Card.** If approved, you may use your Card to purchase goods and services from participating merchants. You acknowledge and agree that you will not use the card(s) issued to you pursuant to this Agreement primarily for personal, family or household purposes, but rather that you will use such card(s) primarily for business, commercial and agricultural purposes. You also agree that you will not use your card(s) for any transaction that is illegal under applicable federal, state or local law. For Internet purchase transactions you may be required to use a password associated with your Card before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. The transaction is defined as the settled transaction and not the authorization for the transaction. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, other networks indicated on the back of your card, and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your Card to:

- Make deposits to your business savings and business checking accounts
- Withdraw funds from your business savings and business checking accounts
- Transfer funds from your business savings and business checking accounts
- Obtain balance information for your business savings and business checking accounts
- Make loan payments from your business savings and business checking accounts

- Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept VISA business debit cards
- Order goods or services by mail or telephone from merchants that accept VISA business debit cards.

**Card Limits.** There are the card limits for Business Debit Card purchases, POS Transactions and ATM Cash withdrawals. All limits are subject to change.

**VISA Account Updater (VAU)** – VAU is an account updating service in which your card is automatically enrolled. When your card(s) expire, are lost or stolen and new cards are issued, the service may update relevant card data (card numbers and expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa database only. The database is accessed by those qualified merchants seeking your account information after you have authorized processing of a recurring payment or payments. Because not all merchants subscribe to VAU, we recommend you notify each merchant of your new debit card number and/or expiration date to ensure your payments continue uninterrupted. This service is provided as a free benefit to you. If at any time you wish to opt-out of VAU or if you have any questions, please contact the Credit Union at (866) 897-8272.

**2. ADDITIONAL BENEFITS/CARD ENHANCEMENTS** — The Credit Union may from time to time offer additional services to your account, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

### **3. Conditions of VISA Business Debit Card Services.**

- Ownership of Cards.** Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.
- Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
- Foreign Transactions.** Purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your account in U.S. dollars. Effective April 2, 2005, the conversion rate for international transactions will be a rate selected by Visa from the range of rates available in wholesale currency markets, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, increased by one percentage point. The currency conversion rate used on the central processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.
- Other Delays May Apply.** See our Fund Availability Policy to determine when funds you deposit with us will be made available to you.

In addition, we may delay the availability of funds deposited by check into your account for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You have deposited checks totaling more than \$5,525.00 on any one day.
- You have re-deposited a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

- e. **Security of Access Code.** The access codes issued to you are for your security purposes. Any code issued to you is confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of this access code and the Credit Union suffers a loss, we may terminate your VISA Business Debit Card services immediately.
- f. **Joint Account.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all VISA Business Debit Card transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any VISA Business Debit Card transaction on any account from any joint account owner.

**4. Fees and Charges.** There are certain fees and charges for Debit services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested these Debit services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

For Security Purposes, there are other limits on frequency and dollar amount of daily withdrawals, deposits, point-of-sale (POS), payments, or transfers. All limits are subject to change.

**5. Member Liability.** Tell us AT ONCE if you believe your Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. Otherwise, you could lose all the money in your account (plus your maximum overdraft line of credit). If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: 1-866-897-8272 or 904-908-2329 (Monday – Friday, from 8:30 am to 7:00 p.m. and Saturday from 9:00 am to 3:00 pm)

After hours contact: (866) 897-8272

Or write to:

VyStar Credit Union  
Attn: Electronic Payments and Card Services  
P.O. Box 45085  
Jacksonville, FL 32232-5085

## **6. Right to Receive Documentation.**

- a. **Periodic Statements.** Transfers and withdrawals made through any Debit Card transactions will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. **Terminal Receipt.** You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or VISA Business Debit Card transaction with a participating merchant.

**7. Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders;
- If you give us your written permission; or
- As otherwise permitted by federal or applicable state law, including, but not limited to, the Gramm-Leach-Bliley Act and regulations promulgated thereunder.

**8. Business Days.** Our business days are Monday through Friday, excluding federal holidays.

**9. Credit Union Liability for Failure to Make Transfers.** 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 may be liable for your losses or damages. However, we will not be liable in the following events:

- For preauthorized transfers, if through no fault of the Credit Union, the payment information for a preauthorized transfer is not received.
- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or access code in an incorrect manner.
- 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 problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- Any other exception as established by the Credit Union from time to time.

You agree that the amount of any claim you bring against the Credit Union in connection with any transfer, whether brought as a warranty or negligence claim or on another basis, is subject to reduction and offset on the basis of your negligence or failure to use reasonable care on your part, or the part of any other owner or signer on the account, or any of your agents or any of your employees which contributed to the loss which is the basis of your claim; and, to the extent to which damages could not be avoided by our use of ordinary care. UNLESS PROHIBITED BY APPLICABLE LAW, YOU FURTHER AGREE THAT OUR LIABILITY WITH RESPECT TO SUCH CLAIM WILL BE LIMITED TO THE AMOUNT OF THE TRANSFER THAT WE FAILED TO COMPLETE ON TIME OR IN THE CORRECT AMOUNT ACCORDING TO OUR AGREEMENT WITH YOU.

**10. Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records.

Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered at any time without notice to you, unless prohibited by applicable law. Any use of your card or other access device after we have made any such change shall be subject to this Agreement as changed by us. Use of this service is subject to existing regulations governing the Credit Union account and any future charges to those regulations.

### ATM Safety Makes Sense

Given the widespread availability of ATM access and the convenience afforded by the card, using a Business Debit Card has become an important part of everyday life.

Your Business Debit Card provides you with instant access to your accounts, 24-hours a day, 7 days a week. You can perform transactions such as withdrawals, deposits, balance inquiries, transfers, or line-of-credit advances at most automated teller machines (ATMs) and make purchases at a growing number of merchants that accept your card for payment.

The Safety of VyStar members and their money is always a primary concern. Although we are not experiencing any problems with safety at our ATMs, your knowledge of general safety guidelines can ensure that it continues.

### Protect Your Privacy

- Keep your Personal Identification Number (PIN) a secret. Never write your PIN on your card or its protective sleeve. Never tell your PIN to anyone or let anyone else enter your number.
- Shield your PIN. Be discreet when keying in your number at the ATM. Stand directly in front of the machine or cup your hand over the key pad to block the view of anyone standing near you.
- Secure your Business Debit Card. Always protect your card just like you would cash and never leave it lying around. Know where your card is at all times and report a lost or stolen card immediately.
- Save and record all your ATM receipts. Do not leave or discard your receipt at or near the ATM. To guard against transaction fraud, check your receipts against your monthly statement. Report any irregular or unauthorized transactions.

**11. Billing Errors.** In case of errors or questions about electronic funds transfers from your business savings and business checking accounts, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on with the problem appears. Call us at:

(904) 908-2329  
1-866-897-8272

Or write to:

VyStar Credit Union  
Attn: Electronic Payments and Card Services  
PO Box 45085 Jacksonville, FL 32232-5085

- Tell us your name and account number
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made an error or why you need more information
- Tell us the dollar amount of the suspected error.

NOTE. If the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay.

**Waiver Severability.** We may delay enforcing any of our rights any number of times without losing them. No delay in enforcing our rights will affect your obligation to pay us fees and other amounts you owe under this Agreement. If we waive a portion of this Agreement, the waiver applies only to future situations or other provisions. If any part of this Agreement is inconsistent with any applicable law, then to the extent the law can be amended by contract, you and we agree that this Agreement governs and that the law is amended by this Agreement. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder or this Agreement.

**Reimbursement for Losses; Limitation of Liability.** Unless prohibited by applicable law and except as otherwise provided in paragraph 9, you agree to reimburse us for any damage, liability, loss, cost and expense, including reasonable attorney's fees, we may incur in connection with your account, including, but not limited to, damages, liabilities, losses, costs, and expenses resulting from your failure to follow this Agreement, except to the extent they are caused solely by our intentional misconduct. You authorize us to deduct any such amounts from your account without prior notice to you. You assume sole responsibility for any unauthorized use of your Card or other access device and shall immediately indemnify, defend and hold the Credit Union harmless from all claims, demands, liabilities, actions, proceedings, losses and damages, including reasonable attorney's fees, related to or arising out of any unauthorized transactions. IN NO EVENT SHALL THE CREDIT UNION (OR OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS) BE LIABLE FOR ANY INDIRECT, SPECIAL INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING POST PROFITS (EVEN IF WE ARE ADVISED OF THE POSSIBILITY THEREOF), AND YOU SPECIFICALLY WAIVED YOUR RIGHT TO CLAIM ANY SUCH DAMAGES AGAINST US.

**12. Termination of EFT Services.** You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Visa Business Debit Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that have authority to make bill payment transfers that the service has been revoked.

We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the terminations shall not affect your obligations under this Agreement for any EFTs made prior to termination, your right to participate in the transactions described in this agreement will also be terminated if the Card Account is cancelled for any reason or the Card Account is not in good standing. We reserve the right to deny authorization for any requested transaction for any other reason. If you close your account you agree to notify us first and to stop initiating transactions.

**13. Governing Law.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Florida and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

**14. Enforcement.** If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment from you of reasonable attorney's fees and costs, including fees incurred before or at trial on any appeal, during any bankruptcy proceedings, during any post-judgment collection actions or otherwise.