



## **BUSINESS VISA® CHECK CARD DISCLOSURE**

This agreement applies only to transactions your Company initiates with your Redwood Credit Union (RCU) Business Visa® Check Card at participating merchants or Automated Teller Machines (ATMs). Use of the Company's Card(s), the account number printed on the card, the associated Personal Identification Number(s) (PINs), or any combination of the three to obtain cash or purchase goods or services constitutes the Company's consent to the terms of this Agreement.

### **DEFINITIONS**

For the purposes of this Agreement, certain terms used throughout this Agreement shall have the following meanings:

- a) The term "Company" shall refer to any business entity that has applied for and been issued a Business Visa Check Card pursuant to this Agreement and the Application; and such term shall include (i) any and all owners and/or principals of the business entity, (ii) any and all authorized users of any Business Visa Check Card, such as officers, employees, agents, partners, managers, or members as identified on the Application.
- b) The term "Card" means an RCU Business Visa Check Card that RCU issues subject to the terms and conditions of this Agreement.
- c) The term "Employee" means an authorized user of a Business Visa Check Card, such as an officer, employee, agent, partner, manager, or member who has received an RCU Business Visa Check Card from a Company who completes this Application.
- d) The term "RCU" shall refer to Redwood Credit Union, headquartered at 3033 Cleveland Ave, Santa Rosa, CA 95403.

### **BUSINESS VISA CHECK (DEBIT) CARDS**

Use of Company's Card(s), the account number printed on the card, the associated PIN(s), or any combination of the three, to obtain cash or purchase goods or services constitutes Company's consent to the terms of this Agreement. In addition, use of the card will be treated as though it were a check and will be governed by the terms of the Membership Account Disclosure with RCU plus any checking account overdraft protection agreement Company has with RCU, except that:

- a) RCU may charge withdrawals to the Business Checking Account in any order it determines, and if funds are not sufficient to cover all withdrawals, RCU may pay debit card withdrawals and dishonor regular checks; and
- b) RCU cannot honor stop payment requests on Card transactions.

Although other documents Company may receive when it initiates transactions with its Business VISA Check Card, such as sales receipts, may have contract terms printed on them, this Agreement with RCU is limited to the terms in this Agreement plus the Membership Account Disclosure and any overdraft protection agreement applicable to Company's RCU Business Checking account.

RCU will issue Cards in the name of Company and in the names of the Employees designated by Company who are listed Authorized Signer on Company's Membership Account at RCU. RCU may impose a limit on the number of Cards issued per account. Company acknowledges that RCU is providing such service to



Company as an accommodation only and, except as otherwise provide by law, RCU is not responsible in any way for the manner in which the Cards are utilized.

#### **PERSONAL IDENTIFICATION NUMBER**

RCU will issue a separate PIN for each Card issued to Company. RCU will not maintain a record of PIN(s) issued. Company agrees that each PIN shall be afforded the highest level of security. RCU assumes no duty to discovery any breach of security by Company or Employees or the unauthorized disclosure or use of a PIN. Company agrees to safeguard the Cards issued under this Agreement (and any PIN issued for such Card) by adopting security measures designed to prevent any unauthorized person from obtaining the Card or PIN. Such measure include, but are not limited to: (a) not writing the PIN on the card; (b) not keeping a written record of the PIN in the same place as the Card; (c) memorizing the PIN and destroying or keeping secured any paper on which the PIN is written; and (d) not disclosing any PIN to anyone except to the person to whom the Card was given.

#### **USE OF CARDS**

Company represents and warrants, on behalf of itself and its Employees, that the Cards will only be used for business purposes. Employees may use the cards for the following transactions:

- a) Withdraw cash from Company's RCU Business Checking or Business Savings account at designated ATMs.
- b) Access Company's Business Checking account to purchase goods and services and obtain cash from participating merchants and financial institutions.
- c) Make deposits at designated ATMs using a PIN. Large envelopes containing multiple deposits should not be inserted in ATMs. These transactions should be conducted in person at an RCU branch or at a night depository.
- d) Obtain account balance inquiries at designated ATMs.
- e) Transfer funds between Company's Business Checking and Business Savings account using a designated ATM.

Company agrees to be unconditionally and without limitation liable for all debit transactions effectuated by use of the Cards and authorized by an Employee. All employees who are granted use of the Cards shall be deemed third party beneficiaries of the accommodation extended hereunder and of the terms and conditions of this Agreement. Accordingly, Company agrees it shall be liable for any debit Transactions effectuated under the Card issued to the respective Employee, if authorized by an employee granted use of a Card. RCU will not be liable for, and Company agrees to indemnify and hold RCU harmless from, any claim or suit, including attorney's fees, arising out of any authorized Transactions, which were effected by the use of any Card issued for Company's account and benefit. Furthermore, Company waives any rights it may have under any local or state law purporting to otherwise limit its liability.

Company is responsible for notifying RCU of any change in Employees. Company is responsible for all use of the Card by Employees, even if the Employee is no longer associated with Company, until such time as Company notifies RCU of the termination of the Authorized User's permission to use the Account. Company is responsible for supervising Authorized Users activity on the Account.

For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. Dollars) will be (a) a rate selected by Visa from the range of rates available in



wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government–mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by RCU. As of the printing date of this agreement, RCU adds a currency conversion fee equal to 1.0% of the U.S. dollar amount of the transaction to the transaction amount.

Merchants and others who honor the Card may give credit for returns or adjustments. When RCU receives the Credit from the merchant or other entity, RCU will credit Company’s account for that amount.

Company agrees not to use or allow others to use Cards for illegal transactions such as illegal online gambling. RCU may refuse to authorize transactions that we reasonably believe to be illegal. However, ultimate responsibility for determining whether a transaction is legal rests with Company, not with RCU. Company cannot use the actual or alleged illegality of an authorized transaction made using the Card as a defense to its obligation to pay it.

#### **LIMITATIONS**

Withdrawals using a Business Visa Check Card have the following limits:

- a) ATM Withdrawals: \$800 per day
- b) Point-of-Sale withdrawals: \$1,500 per day
- c) Signature-based withdrawals: \$3,500 per day
- d) Aggregate daily withdrawal limit: \$5,500 per day

These daily limits are applicable to the aggregate of all debit transactions made by Employees using Cards during any calendar day (12:00 AM to 11:59 PM, Pacific Time). Company may request limit increases, subject to RCU approval. If Company is granted a limit increase, the dispute and liability provision in the section titled “Statements and Disputed Debits” will not apply to unauthorized transactions in excess of the limits set forth in this agreement and Company shall be fully liable for such transactions.

The amounts of the debit transactions are limited to the available balance in Company’s Checking account, including any funds available under an Overdraft protection agreement with RCU, including an Overdraft Line of Credit. Although Company may have sufficient funds in its Business Checking account to cover a requested withdrawal, it may be possible that an ATM, merchant, financial institution or other entity that honors the card will not be able to determine the actual balance. Therefore, RCU will not be liable for the refusal or inability of any such ATMs or entities to allow Company to use Cards or for their retention of a Card.

#### **EXCESS WITHDRAWALS**

All Card transactions must be backed by actual available funds in Company’s RCU Account. If Company has an approved Overdraft Line of Credit on the Business Checking account, RCU will make a loan advance or transfer funds from the account(s) Company has designated that will be sufficient to cover any negative checking account balance due to Card withdrawals. Funds to cover overdrafts will be transferred from the source(s) Company has designated for overdraft protection in the order so designated. If Company does not have overdraft protection, or if the designated overdraft protection source is not available to cover an overdraft, and a withdrawal overdraws the Business Checking account, Company agrees to immediately reimburse RCU for the amount by which the account is overdrawn. Company is responsible



for not attempting to withdraw funds when the available funds in the Business Checking account are insufficient.

The availability of funds deposited in Company's Business Checking account is governed by law and the funds availability policy set out in the Membership Account Disclosure. The availability of overdraft protection is governed by the overdraft protection agreement covering the source(s) of overdraft protection for which Company has been approved. Possible reasons overdraft protection might not be available include but are not limited to (1) the maximum overdraft protection line of credit has been reached or exceeded or (2) the maximum number of non-personal transfers permitted on the account designated as an overdraft protection source has been reached.

#### **STATEMENTS AND DISPUTED DEBITS**

Each month, Company will receive an account statement ("Monthly Statement") showing, among other things, all debits made by use of the Cards. Company agrees to review its Monthly Statement as soon as it is received. If a receipt or Monthly statement shows an unauthorized Transaction, or if it shows any other problem or error, Company must notify RCU immediately, but in no event no later than thirty (30) calendar days after the date of the Monthly Statement on which the unauthorized Transaction, problem or error ("Dispute") FIRST appears or when Company first discovers the unauthorized Transaction, problem, or error, whichever is earlier. Disputes regarding any Card debit Transactions shall be communicated in writing to RCU at the address indicated in the section titled "Notice and Communication" in this Agreement. Communications shall include the cardholder (the Employee) and Company's names, the respective Card numbers, the dollar amount of the dispute, and description of the Dispute. Company will not be liable for unauthorized use of cards or special drafts if Company notifies RCU of the Dispute as provided above. If Company does not notify RCU of the Dispute as provided above, Company is absolutely barred from bring any action against RCU that is in any way related to the Dispute. If Company requests and is granted a transaction limit increase, the dispute and liability provisions of this section will not apply to unauthorized transactions in excess of the limits set forth in this agreement and Company shall be fully liable for such transactions.

#### **CREDIT UNION LIABILITY**

RCU will not be responsible if a Transaction cannot be completed for reasons which shall include, but shall not be limited to, the following:

- a) If, through no fault of RCU, Company's business account does not contain enough money to make the transaction;
- b) If the ATM does not have enough cash to complete the transaction;
- c) If the ATM was not working properly;
- d) If the card has been reported missing and RCU has blocked the account;
- e) If circumstances beyond RCU's control such as fire, flood, electrical failure, or malfunction of the central data processing facility prevent the completion of the transaction despite our reasonable precautions;
- f) If Company's account is "frozen" because of a court order or some similar legal action;
- g) If there are other lawful exceptions established by RCU and Company is given proper advance notice of them.



- h) In no event will RCU be liable for consequential, indirect costs or punitive damages.
- i) RCU will carry out instructions given to the ATM or by written direction. We will not incur liability for doing so in a reasonable manner. Company agrees to indemnify and save RCU harmless from all costs, claims, damage or liability which it sustains as a result of carrying out the cardholder's instructions received through the ATM in a reasonable manner.

ATMs may be available at various locations with access during non-business hours for the convenience of RCU's members. However, ATM sites are not subject to our control. Employees assume the risk of using them since RCU is not responsible for wrongful acts committed by anyone who is not an authorized agent or employee of RCU, nor does RCU in any way warrant the safety or security of any location.

#### **CHANGES IN TERMS; CANCELLATIONS**

The policies outlined in this disclosure were in effect on the date of publication. However, RCU reserves the right to change its policy at any time without prior notice. Company's continued use of the card and/or PIN after the effective date of the changes constitutes acceptance of the new terms and conditions.

Company agrees that RCU may immediately terminate this Agreement and Company's use of the Card(s) without prior notice if any of the following occur: (a) Company or any Employee breach this or any other agreement between Company and RCU; (2) RCU has reason to believe that there has been or may be an unauthorized use of Company's Card and/or PIN; (3) there are conflicting claims to the funds in Company's account; (4) Company requests RCU to do so; (5) an Employee obtained cash from an ATM at a time when funds are not available in Company's RCU checking or savings account and Company does not have available overdraft protection.

Company's Card(s) is the property of RCU and Company agrees to return it to RCU upon request.

#### **BUSINESS DAYS**

Business days are Monday through Friday. RCU may be open to provide limited services on other days, but we do not consider those days "business days" as that term is used in this disclosure.

#### **SETOFFS, COLLECTION EXPENSES**

If Company becomes indebted to RCU by the use of Card and Company fails to pay what Company owes RCU after RCU's demand, Company agrees that RCU can take funds in any RCU account in which Company has an interest to recover all or part of what Company owes us without advance notice to you, unless prohibited by law or the applicable account agreement. RCU's exercising this right will not be an election of remedies. Company agrees to pay reasonable collection costs that RCU incurs before RCU files suit. If RCU takes legal action to collect what Company owes, Company agrees to pay RCU's reasonable attorney's fees and costs of suit, whether the action RCU takes is collection lawsuit, an action to protect RCU's interests if Company becomes a bankruptcy debtor, an action to enforce a judgment, or another type of legal action.

#### **TRANSACTION CHARGES**

The use of the Business VISA Check Card at ATMs may be subject to a fee. An annual fee may apply to the card as well. Fees will be charged against Company's Business Checking account. Please see RCU's current fee schedule, incorporated by reference into this Agreement.



**GENERAL TERMS**

- a) ATMs are generally available 24 hours a day, seven days a week. Individual machines may be out of order or may be closed temporarily for servicing.
- b) This Agreement may involve other RCU agreements, such as checking or loan agreements. Wherever applicable, the terms of these agreements shall apply as well.
- c) If an ATM is unable to complete a transaction three times in a row, usually because of the failure to key in the PIN properly, the ATM may retain the card to protect the account. If that happens, please contact RCU immediately at (800) 479-7928.
- d) This agreement is governed by applicable law. If any provision is found to be unenforceable, the rest of the agreement will remain in effect.

**NOTICE AND COMMUNICATION**

All notices from RCU will be effective when mailed or delivered to Company at the last known address on RCU’s records. All notices, requests and other communications from Company to RCU regarding its Card(s) must be directed to RCU at the address below:

Redwood Credit Union  
ATTN: Card Services Department  
PO Box 6104  
Santa Rosa, CA 95406

**AUTHORIZATION**

I am authorized to enter into this loan agreement on behalf of Company. If Company is a corporation or limited liability company, I am a principal.

Company Name: \_\_\_\_\_

Authorized Signer Name: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signer Signature

\_\_\_\_\_  
Date