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BUSINESS EFT AGREEMENT AND DISCLOSURE

This Business EFT Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by VacationLand Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more business savings and business checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT 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 EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

1. EFT SERVICES — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

a. ATM Card. At the present time, you may 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 point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at POS terminals that carry any networks designated on the back of your access card.
- Services may not be available at all locations.

The following limitations on ATM Card transactions may apply:

- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

b. Debit MasterCard. If approved, you may use your card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information 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 business checking account. For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may 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. 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 personal identification number (PIN) in ATMs of the Credit Union, any networks designated on the back of your access 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 point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Debit MasterCard.
- Order goods or services by mail or telephone from places that accept Debit MasterCard.
- Services may not be available at all locations.

The following limitations on Debit MasterCard transactions may apply:

- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.
- Dollar limits will be determined at card issuance.

c. CU*Talk. If we approve CU*Talk for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts.

At the present time, you may use CU*Talk to:

- Withdraw funds in the form of a check from your business savings, business checking, club, and Business Money Market Plus+ accounts.
- Transfer funds from your business savings, business checking, loan, and Business Money Market Plus+ accounts.
- Obtain balance information for your business savings, business checking, loan, and Business Money Market Plus+ accounts.
- Make loan and Visa payments from your business savings, business checking, and Business Money Market Plus+ accounts.
- Access your Line of Credit account.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Obtain a copy of your most recent statement.

Your accounts can be accessed under CU*Talk via a touch-tone telephone only. CU*Talk service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on CU*Talk transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to the company and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

d. Preauthorized EFTs.

- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your business savings and business checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

e. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund

transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

f. Online Banking. If Online Banking is activated for your account(s), you will be required to use secure login information to access the account(s).

At the present time, you may use Online Banking to:

- Withdraw funds, in the form of a check from your business savings, business checking, and Business Money Market Plus+ accounts.
- Transfer funds from your business savings, business checking, loan, and Business Money Market Plus+ accounts.
- Obtain balance information for your business savings, business checking, loan, and Business Money Market Plus+ accounts.
- Make loan and Visa payments from your business savings, business checking, and Business Money Market Plus+ accounts.
- Access your Line of Credit accounts.
- Determine if a particular item has cleared and print a copy of the cleared item.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Obtain a copy of your most recent statement

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience 24hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to the business as the primary member and will be mailed to the business address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

g. Bill Pay. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete. We will withdraw the designated funds from your business checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Pay transactions may apply:

- There is no limit on the number of bill payments per day.

2. TRANSFER LIMITATIONS — For all business savings and money market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

3. CONDITIONS OF EFT SERVICES —

a. 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.

b. Foreign Transactions.

MasterCard. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government-mandated exchange rate or a

wholesale exchange rate and is selected by MasterCard. The rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed. This rate may differ from the rate applicable on the date the transaction occurred or was posted to your account. A fee of 1.00% will be charged on all transactions completed outside of the United States, where the cardholder's country code differs from the merchant's country code. A fee of 0.90% will be charged on all transactions completed in a foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded.

c. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any Authorized Person 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 these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

4. FEES AND CHARGES — There are certain fees and charges for EFT services. From time to time, the charges may be changed. We will notify you 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 international, 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 funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

5. 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; or
- If you give us your written permission.

6. BUSINESS DAYS — Our business days are Monday through Friday, excluding holidays.

7. 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 card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers 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 termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

8. 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 Ohio, 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.

9. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. 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 of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.



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DEBIT MASTERCARD® BUSINESSCARD AGREEMENT

Introduction. This Debit MasterCard® BusinessCard Card Agreement (“Agreement”) contains contract terms and other important information relating to your Debit BusinessCard (“Card”). This Agreement supplements the other terms and conditions set forth in the Credit Union’s Business Membership and Account Agreement and all related disclosures you have previously received and agree to. To the extent that there is any conflict between the terms of the Business Membership and Account Agreement and this Cardholder Agreement, this Cardholder Agreement will govern our relationship with you with respect to the Card or Access device provided pursuant to this Agreement. You should read this Agreement carefully and keep a copy for your records.

Definitions. Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words “we”, “our,” and “us” refer to VacationLand Federal Credit Union (“Credit Union”). The words “you” and “your” refer to the company (“Company”) requesting a Card. The word “Cardholder” refers to each Company officer or employee (“Employee”) authorized by you to use the Card. “Authorized” 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. The word “Deposit Account” refers to the checking, savings, and all accounts of deposit against which Card transactions governed by this Agreement may be applied.

Use of Card. You and any Cardholder agree that the Card can be used for business purpose point-of-sale and Automated Teller Machine (ATM) transactions only. The Card may not be used for personal purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal laws and regulations including but not limited to Federal Reserve Board Regulation E and The Electronic Funds Transfer Act.

Card Limits. We will establish maximum limits on the dollar amount of point-of-sale purchases, ATM withdrawals and other transactions Cardholders may make using the Card in any one calendar day. The amounts of these maximum limits will be based on the defaults in our system unless otherwise requested by you and agreed to by us.

ATM Card Transactions: You may access your share savings account(s) to get cash from a merchant, if the merchant permits, or from a participating financial institution.

- You may not exceed \$500.00 in ATM card transactions per calendar day

Debit Card Point-of-Sale Transactions: 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), 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 \$1,500.00 in debit card point of sale 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 as well as a fee from the Credit Union. (You may be charged a fee for a balance inquiry even if you do not complete a transaction).

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us at (800) 691-9299.

Payment Responsibility. Company agrees to be unconditionally, and without limitation, liable for all debits effectuated by use of the Cards, whether authorized or unauthorized, whether utilized by an Employee or some other person, and whether arising from lost or stolen Cards. Each Director, Member, Agent, Employee, Successor, and assign of Company shall be jointly and severally liable with Company for any debit effectuated under the Card issued to the respective Director, Member, Agent, Employee, Successor, and Assign of Company, whether authorized or unauthorized, and whether arising from lost or stolen Cards.

MasterCard® Business Debit Card Liability Limits. Notwithstanding the terms contained in the preceding paragraph, Cardholders may have zero liability for unauthorized transactions in accordance with MasterCard's Zero Liability Policy as governed by MasterCard's Operating Regulations, if (1) Company can demonstrate that Company and each Director, Member, Agent, Employee, Successor, and Assign of Company have exercised reasonable care in safeguarding Card(s) from the risk of loss or theft, (2) Company has not reported to the Credit Union two or more incidents of unauthorized use of the Card(s) within the prior twelve (12) month period and (3) Company's Deposit Account is in good standing. Upon notification from Company of an unauthorized transaction for which zero liability applies, the Credit Union will limit Company's liability for those transactions to zero. Company must notify the Credit Union of any unauthorized transactions in writing addressed to **VacationLand Federal Credit Union, PO Box 2257, Sandusky, OH, 44871** within thirty (30) calendar days of the mailing date of the first statement showing any unauthorized transactions. The Credit Union may hold Company and each Director, Member, Agent, Employee, Successor, and Assign of Company liable for all unauthorized transactions if it is reasonably determined that the Director, Member, Agent, Employee, Successor, or Assign of Company or the Company was negligent or fraudulent in handling the card or Deposit Account, or otherwise does not qualify for such liability limits. If Company qualifies for such liability limits, Credit Union will provide Company with provisional credit for unauthorized transactions within twenty (20) business days from receipt of notification of an unauthorized transaction.

Security Procedure. We will issue Cards and codes to Employees at your request. Each Card will identify the Company and the Cardholder. Each Cardholder must sign their Card before it may be used. You agree to require both a Card and a code to be used together to obtain cash at ATMs. You may use your Card to purchase goods or pay for services without a code. Once a Card has been issued, it cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder's rights and to promptly return the Card to us.

Stop Payment. You may not place a stop payment order on any ATM or point-of-sale transaction made with a Card.

Refusal to Honor Cards. We are not responsible for the refusal of anyone to honor the Cards.

Statements, Errors, and Unauthorized Transactions. We will make available to you a monthly statement for the Deposit Account that will include a record of all debits made by the use of Cards. Suspected errors regarding any Card debits shall be communicated in writing to: **VacationLand Federal Credit Union, PO Box 2257, Sandusky, OH, 44871**. Communications shall include the Cardholder and Company names and the date, dollar amount, and description of the suspected error. Any communication regarding a suspected error must be received by us within thirty (30) calendar days of the mailing date of the

monthly statement on which the alleged incorrect debit first appeared. You shall bring no action and we will not be liable for any loss, demand, or expenses you sustain as the result of an alleged error unless you so notify us within the thirty (30) day period and if You do not notify Us of such suspected error in a timely manner, all amounts contained in the monthly statement shall be deemed correct by You. If you believe that someone has transferred or may transfer money from the Deposit Account without your permission, call us as soon as possible at (800) 691-9299. This phone number is available seven days a week twenty-four hours a day.

Lost or Stolen Cards. Inform us as soon as possible if you believe your Card and/or code has been lost or stolen. Telephoning is the best way of notifying us so that we may immediately cancel the Card and take other protective actions we deem appropriate. The phone number to call, which is available seven days a week twenty-four hours a day, is (800) 691-9299.

Amendments and Notices. We may make amendments to this Agreement in the same method as provided in the terms and conditions in your Deposit Account agreement, which terms and conditions are incorporated herein by reference. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change. Any notices mailed to you under this Agreement will be mailed to the address we have for you in our records. You agree to keep us notified of your current mailing address, such notice to be in writing and provided in person or sent by first class mail addressed to **VacationLand Federal Credit Union, PO Box 2257, Sandusky, OH, 44871.**

Consequential Damages. We will not be liable for any consequential or incidental damages resulting from the unauthorized use of Cards or for the refusal of anyone to honor the Cards.

Termination. We shall have the right, in our sole discretion, and upon three (3) days notice to you, to terminate all privileges hereunder. All Cards shall be deemed canceled effective upon termination of this Agreement. You shall remain liable for all debits or other charges incurred or arising by virtue of the use of a Card following the termination date.

Severability. If any provision of this Agreement is determined to be unlawful or unenforceable for any reason, the remainder of this Agreement will remain enforceable.

Governing Law. The Agreement and all transactions hereunder shall be construed as contracts subject to applicable federal law and the laws of the State of Ohio.

Collection of Costs. If we hire an attorney to assist in collecting any amount due hereunder, or to enforce any right or remedy hereunder, you agree to pay our reasonable attorney's fees and expenses, and any other costs as permitted by law. Such fees, expenses, and other costs are recoverable whether or not a lawsuit is initiated, if they are incurred in a Credit Union bankruptcy proceeding, appeal, post judgment collection effort, or for obtaining records for investigation.

Right of Setoff. Subject to applicable law, we may exercise our right of setoff against any and all of Company's or Cardholders' Deposit Accounts without notice for any liability or debt arising from the use of any Card issued pursuant to this Agreement.

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.