



Business Debit Card Agreement

This Business Debit Card Agreement ("Agreement") is the Agreement which covers all Authorized Persons, as defined in the Business Membership and Account Agreement, joint owners, and any person you give permission to use your card(s) (collectively, "you," "your," or "cardholder") and our rights and responsibilities concerning the business debit card ("card") offered to you by Community First Credit Union of Florida ("Credit Union," "us," "we," and "our"). The word "account" means any one or more business savings and checking accounts you have with the Credit Union. Business debit card transactions are electronically initiated transfers of money from your account through the business debit card services ("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 to the Services offered.

The terms of the Business Membership and Account Agreement and any other contractual relationships with us and all of our applicable rules and regulation, as amended from time to time, are incorporated herein by reference. In the event of any conflict between the terms of this Agreement and the Business Membership and Account Agreement, the terms of this Agreement shall control. Please consult those documents for more information about the terms and conditions of your account, including, without limitation, overdraft fees and arbitration of disputes.

1. **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 from 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. Any card(s) issued to you, joint owners, or Authorized Persons are not transferrable and are the sole property of the Credit Union.

Funds to cover your card purchases will be deducted from your applicable business checking account. If the actual or available balance in your account is not sufficient to pay the item amount, the Credit Union may, in its sole discretion, choose to pay the amount and overdraft your account, return the item, or, if you have established a service linking your accounts with other accounts, you authorize us to transfer funds from another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you so designate. You agree to pay the applicable fee for any such transaction. In the event of repeated overdrafts, the Credit Union may terminate all Services under this Agreement in our sole discretion. Please see your Business Membership and Account Agreement for additional terms on overdrafts and dishonored items.

You may use your card and Personal Identification Number ("PIN") in automated tell machines ("ATMs") of the Credit Union and other machines or facilities as the Credit Union may designate. At the present time, some of the transactions you may use your card for are 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 Point of Sale ("POS") transactions with your card and PIN to purchase goods or services at merchants that accept business debit cards, and
- Order foods or services by mail, Internet, or telephone from merchants that accept business debit cards.

You assume responsibility for all transactions arising from authorized use of the card whether such use is with an ATM, banking terminal, electronic funds transfer device, or any other means of access. If you have authorized another person to use the card in any manner, regardless if he/she is not a joint owner or Authorized Person, that authorization shall be deemed to include the authorization to make withdrawals or transfers of funds for your accounts to which cards are linked, and such authorization shall be deemed to continue until you have taken all steps necessary to revoke it by preventing such use by that person, including, without limitation, notifying the user and contacting us to inform us that the user is no longer authorized.

Card Limits. There are card limits for business debit card purchases, POS transactions, and ATM cash withdrawals. All limits are subject to change.

2. **Additional Benefits and Card Enhancements.** The Credit Union may from time to time and in its sole discretion offer additional services or enhancements for your card. You understand the Credit Union is not obligated to offer services or enhancements and may withdraw or change any such services or enhancements at any time.
3. **Conditions of Business Debit Card Services.**
 - a. Any card or other device which we supply to you is our property and must be returned to use, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately and according to our instructions. The card may be repossessed or otherwise terminated at any time at our sole discretion without demand or notice to you. You cannot transfer your card(s) or account(s) to another person.
 - b. 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 cash.
 - c. Purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your account in U.S. dollars. The conversion rate for international transactions will be a rate selected by VISA. 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.

- d. See our Funds Availability Policy Disclosure to determine when funds you deposit with us will be made available to you.
 - e. The access code(s) issued to you and any PIN you create are for your security purposes. Any code or PIN is confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your codes and PIN. You agree not to disclose or otherwise make your access codes or PIN available to anyone other than the cardholders on your accounts. If you fail to maintain the security of the codes or PIN and the Credit Union suffers a loss, we may terminate your card and the Services immediately.
 - f. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including all Authorized Persons, shall be bound by this Agreement and, jointly and severally, shall be responsible for all card transactions to or from any savings, checking, or loan accounts whether or not such person has access to a card. Each cardholder, without the consent of any other cardholder, may and hereby is authorized by every other cardholder to make any transaction permitted under this Agreement. Each cardholder is authorized to act for all other cardholders, and we may accept orders and instructions regarding any card transaction on any account from any cardholder.
4. **Agree to Pay.** You agree to pay us for all purchases made, services rendered, and cash advances made by us to you. Except as specifically prohibited by law or regulation, you hereby waive as against us all of your claims, defenses, rights, and offsets now or hereafter existing against any merchant or other payee for services or merchandise acquired with the card.
5. **Limitations.** We may, from time to time, limit the type, number, and dollar amounts of any checks, drafts, withdrawals, transfers, or deposits made by use of the card(s), notwithstanding the amount in the account without notice to you unless required by law or regulation.
6. **Your Responsibility for Joint Owners, Authorized Persons, or Other Individuals.** You are solely responsible for selecting individuals with access to the card. You must require any such cardholders to comply with the terms and conditions of this Agreement and you are responsible for the failure of any cardholder who does not comply. You acknowledge and agree that you are responsible for retrieving the card if a cardholder leaves your employment or you otherwise revoke a cardholder's authority to use a card. Except as otherwise limited in this Agreement, you remain responsible for all card transactions.
7. **Unauthorized Transfers, Limits on Liability, and Security.**
- a. You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your card. This means your liability for the unauthorized use of your card could be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of your business debit card.

- b. 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 of the money in your account. If your card, access codes, and/or PIN is lost, stolen, or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing. 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, you may call us at:

904-354-8537 or 1-800-342-8416

Or write us at:

PO Box 2600 Jacksonville, FL 32232

- c. Keep your PIN a secret. Never write your pin on your card. Never tell your PIN to anyone or let anyone else enter your number. 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. Always protect your card 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 of 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.
- d. You acknowledge and agree that the PIN is a commercially reasonable method of verifying whether any transfer or other payments were authorized by you. You further acknowledge and agree that the PIN is not intended to detect any errors to, or arising out of, a transfer or other payment.

8. **Credit Union Liability for Failure to Make Transfers.** If we do not complete a transfer 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 the Credit Union, 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 use your card, access code, or PIN in an incorrect manner.
- If the ATM was not working properly and you knew about the problem when you conducted the transaction.

- An ATM does not have sufficient cash.
- A merchant refuses to accept your card.
- An ATM rejects your card.
- 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 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, PIN, 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 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 out use of ordinary care. UNLESS PROHIBITED BY APLICABLE LAW, YOU FURTHER AGREE THAT OUR LIABILITY WITH RESPECT TO ANY 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.

9. **Credit Information.** You authorize us to investigate your credit standing when opening, renewing or reviewing your Account and/or this card, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing, to the extent authorized by applicable laws and regulations and the Credit Union policies and procedures.

10. **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 accounts that is necessary to provide you with the requested services,
- To comply with government agency or court orders,
- In the investigation or prosecution of alleged fraudulent activity on your account,
- If you give us written permission, or
- As otherwise permitted by federal or state law, including, but not limited to, the Gramm-Leach-Bliley Act and regulations promulgated thereunder.

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

12. **Notices.** All notices from us will be effective when we have mailed or emailed them to your last known mailing address or e-mail address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the following address:

PO BOX 2600 Jacksonville, FL 32232

13. **Limitation of Liability.** Unless prohibited by applicable law or otherwise provided in this Agreement, you agree to reimburse for any damage, liability, loss, cost and expense, including reasonable attorneys' 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, proceeding, losses and damages, including reasonable attorneys' fees, relating to arising from unauthorized transactions. IN NO EVENT SHALL THE CREDIT UNION, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXAMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF WE ARE ADVISED OF THE POSSIBILITY THEREOF), AND YOU SPECIFICALLY WAIVE YOUR RIGHT TO CLAIM ANY SUCH DAMAGES AGAINST US.
14. **Waiver of Warranties.** WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED UNDER THIS BUSINESS DEBIT CARD AGREEMENT, INCLUDING WITHOUT LIMITING THE FOREGOING, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL WE BE LIABLE TO YOU FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES OR LOSSES, INCLUDING EXPENSES, SUCH AS ATTORNEYS' FEES, INCURRED BY YOU BY REASON OF USING THE SERVICES, REGARDLESS OF WHETHER THE LOSS OR DAMAGE WAS FORESEEABLE OR KNOWN TO US. WE WILL NOT BE LIABLE FOR ANY PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGE SUFFERED OR INCURRED BY YOU, ANY JOINT OWNER, OR ANY AUTHORIZED PERSON THROUGH USE OR ATTEMPTED USE OF THE CARD AT ANY ATM TERMINAL.
15. **Billing Errors.** In case of errors or questions about electronic funds transfers from your business savings and business checking accounts, telephone us or send us a written notice at the contact information listed above as soon as you can. We must hear from you no late than sixty (60) days after we send the first statement where the problem appears.

When sending notice please give us the following information:

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

For transactions processed by Visa, we will determine whether an error occurred within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we will credit your account within ten 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. We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will send you a written explanation and deduct the credit from your account. For transactions not processed by Visa, we will investigate the matter and notify you of the results within a reasonable amount of time. The exact time will depend on the specific circumstances of the error or problem. You may ask for copies of the documents that we used in our investigation.

16. **Termination of Business Debit Card 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 business debit card and any access code or PIN. You must return all cards to the Credit Union. You also agree to notify any participating merchants that have the authority to make bill payment transfers that the service has been revoked.

We may also terminate this Agreement at any time and in our sole discretion by notifying you orally or in writing. We may cancel the card(s) at any time with or without notice and you will surrender the card(s) immediately upon request. If we terminate this Agreement, we may notify 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 systems not to accept your card, access code, or PIN for any EFT service.

Whether you or the Credit Union terminates 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 account is cancelled for any reason or the 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 and return your card(s). The cancellation of this Agreement by you or us shall not affect your obligation to repay all amounts owed to us under this Agreement or in connection with the use of the card(s).

Use of the card(s) after notice of their revocation is fraudulent and will subject you to legal proceedings.

17. **ATM Transaction Charges.** The account may be subject to charges when you use an ATM that does not display the Community First Credit Union of Florida logo. Also, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used for the transaction (and may be charged a fee for a balance inquiry even if you do not complete a funds transfer).
18. **Amendments.** We reserve the right to amend and modify this Agreement at any time and in our sole discretion.