

TERMS AND CONDITIONS OF YOUR BUSINESS DEBIT CARD SERVICES WITH THE CREDIT UNION

This Agreement explains the rules which govern your business debit card account(s) and account services with us. Please read this Agreement carefully and keep them in a safe and convenient place. All Credit Union services are further governed by the terms and conditions set forth in any other application or agreement we require; together with the Credit Union's Bylaws, policies and procedures, which are herein collectively referred to as "Agreement".

COMPANY ACKNOWLEDGES AND UNDERSTANDS THAT THE CARDS ISSUED UNDER THIS AGREEMENT WILL NOT BE TREATED AS CONSUMER CARDS UNDER THE PROVISIONS OF STATE AND FEDERAL LAW. MEMBER WILL NOT HAVE THE BENEFIT OF ANY LIMITATIONS OF LIABILITY WITH RESPECT TO THE UNAUTHORIZED USE OF THE CARDS. MEMBER ACCEPTS AND AGREES TO UNDERTAKE THE ADDITIONAL RISK ASSOCIATED WITH USE OF BUSINESS PURPOSE CARDS AND AGREES TO ASSUME THE GREATER MEASURE OF LIABILITY DESCRIBED IN THIS AGREEMENT.

Definitions: In this Agreement the words "**you**" or "**your(s)**" means the business or organization account owner with whom this Agreement is made together with all authorized users as explained herein. "**We,**" "**us,**" or "**our**" means Blackhawk Community Credit Union. "**Authorized User**" means any person who has actual, implied or apparent authority, or to whom any owner has at any time 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. If any Authorized User authorizes anyone to use the Company's access device(s), that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. This authorized user 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.

Liability and Promise to Pay. Company agrees to be unconditionally and without limitation liable for all Transfers effectuated by use of the Visa Business Debit Cards, whether authorized or unauthorized, whether utilized by Authorized User(s) or some other person, and whether arising from cards lost, stolen, or counterfeited. All employees who are granted use of any Access Device(s) shall be deemed third party beneficiaries of the accommodation extended hereunder and of the terms and conditions of this Agreement.

The Credit Union will be liable only for its own gross negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connection with: (1) any inaccuracy, act or failure to act on the part of any person not within our reasonable control, or (2) any error, failure, or delay in execution of any Transfer resulting from circumstances beyond our reasonable control, including, but not limited to, any inoperability of communications facilities or other technological failure. Provided we have complied with our obligations under this Agreement, you agree to indemnify, defend, and hold Credit Union harmless against any claim of a third party arising from, or in connection with, this Agreement or the service we provide hereunder. Credit Union shall have no liability for consequential, punitive, indirect or special damages under any circumstances. Credit Union shall not be liable for circumstances beyond its control, such as fire, flood, and other acts of God, that prevent a transaction from being completed.

Issuance of Cards and/or Access Device(s): Card(s) and/or Access Device(s) (together "Access Device(s)") will be used by your employees, agents, or other persons to whom the Access Device(s) are provided (all of whom shall be deemed "Authorized User(s)" under the terms of this Agreement) to initiate withdrawals or transfers from your Company's account(s) via ATMs, through participating Visa merchants, and other transactions using such Access Device(s). Company represents to the Credit Union that the Access Device(s) are intended to be used for business, commercial, or agricultural purposes, and not for personal, family or household purposes. The use of Access Device(s) for any consumer purpose is a breach of this Agreement and may result in the immediate termination of the Agreement.

Prior to using any Card, Company shall confirm to Credit Union that Company has received the Card and related Personal Identification Number ("PIN") in the manner stated in the materials that accompany the Card. Company agrees such verification procedures constitute a commercially reasonable means of verifying that the person who is using the Card is authorized to do so on behalf of the Company, whether or not any subsequent transaction made using the Card requires the use of the PIN. Credit Union is authorized to debit the Company's Account for each purchase, cash withdrawal, or other transaction made with the Access Device(s), unless the Credit Union has received a Notice of Cancellation in the manner set forth below and the Credit Union has had a reasonable time to act on such notice. Member acknowledges that it is responsible for payment of all transactions arising from the use of the Access Device(s).

Requesting New/Additional Access Device(s): Company may request that new Access Device(s) be issued to additional Authorized User(s) by providing the Credit Union with written notice of (1) the number of Access Device(s) to be issued; (2) the name(s) of the Authorized User(s); and (3) any other pertinent information required by Credit Union.

Company agrees (1) to instruct its Authorized User(s) to use the Access Device(s) only in accordance with this Agreement and any internal policies that Company may establish regarding the use of the Access Device(s); (2) that any policies that Company has established regarding the use of Access Device(s) have not been reviewed by and are not binding on Credit Union or any network that accepts the Access Device(s); (3) Company will maintain sufficient funds in the Account to cover transactions made with Access Device(s) and will indemnify and hold Credit Union harmless for any transaction made using the Access Device(s); (4) Company is solely responsible for the security of the Access Device(s) and for the actions of any person that Company permits to use the Access Device(s), and for all use of the Access Device(s) whether by an Authorized User or by another person, unless Company has provided a Notice of Cancellation as set forth above and the Credit Union has had a reasonable period of time to act on the notice; and (5) there are no limits to the Company's liability if the Card or PIN is lost or stolen, except as set forth herein.

Consent to the Scope of Rules Governing these Service(s): Company consents to be bound by the terms of this Agreement and any other agreements it has with Credit Union, together with all applicable state and federal laws and regulations, other industry rules and regulations, and normal banking customs and practices. This Agreement includes any Rules issued by third parties including but not limited to the National Automated Clearing House Association or VISA, which rules are incorporated herein by reference. In addition, this Agreement shall be governed by applicable operating circulars of any Federal Reserve Bank, any applicable federal laws and regulations. To the extent that the terms of any such third party agreements provide for specific processing, reporting or other time periods, or require you to make any claims or provide any notifications or responses, then the third parties' requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement.

Notice Obligations of the Company: Company shall immediately provide Credit Union with a notice that a Card has been lost, stolen, misplaced, or used without authorization, or that Company wishes to cancel or terminate a Card (any such notice is called "Notice of Cancellation"). Any Notice of Cancellation may be made by calling the Credit Union at the branch locations where the card was issued, but Company shall follow any oral notice with a written notice confirming the oral notice within two (2) business days. Any Notice of Cancellation must refer to the Card number, and a written Notice of Cancellation must be addressed as follows: The Company will use its best efforts to recover and terminate the Card, and to promptly return it to Credit Union. Credit Union will not be obligated to act on any oral or written Notice of Cancellation unless the notice has been delivered to the telephone number or mailing address set forth above, the notice has actually been received by the Credit Union and the Credit Union has had a period of not less than two (2) business days after actual receipt of a Notice of Cancellation to act thereon. Even after a Card has been cancelled, transactions for which Credit Union is responsible under applicable network rules may be posted to the Account.

VISA Liability Protection Under Visa's Zero Liability Policy: These terms apply only to transactions conducted via the VISA Network. Company understands that Visa's Zero Liability Policy shall protect it against unauthorized Credit Union transactions that may be made with an Access Device "IF" the transaction(s) are processed through the VISA Network. Visa's Zero Liability Policy covers U.S. issued cards only and does not apply to commercial transactions not processed directly via the VISA Network. If Company suspects any Access Device(s) have been lost or stolen, Company may not be responsible for any unauthorized purchases if Company reports the theft promptly. Upon notification from Company of unauthorized Business Debit Card transactions, Credit Union shall limit Company's liability for those transactions to zero. The Credit Union requires such notification to be received within 60 calendar days of the mailing date of the first statement showing any unauthorized VISA Network transaction(s). In evaluating Company's claim, Credit Union shall consider whether negligence on Company's part has contributed to the transaction(s) in question. Company may be responsible for a loss if, based on substantial evidence, it is reasonably determined that Company was negligent or fraudulent in the handling of any Access Devices or account. Credit Union may provide Company with provisional credit for unauthorized VISA Network transactions within five business days from receipt of notification. Additionally, Credit Union may require written confirmation of the unauthorized VISA Network transactions before providing any provisional credit.

Liability Protection for transactions conducted via non-VISA networks. You are solely responsible for the use of your Card(s) and PINs and all purchases, cash advances, and other charges incurred under the Card, regardless of whether such use may be characterized as authorized or unauthorized use, or whether such use was done with or without Company's permission. To mitigate your losses, you should notify us immediately, orally or in writing, at the above address or phone number. Company also guarantees payment of all charges and agrees to indemnify us for any resulting damages from such use, including all reasonable costs and attorney's fees. Company specifically agrees that we may exercise our security interest in your funds on deposit with us, and to offset such funds against any amounts owed, as a result of such use by Cardholders and non-Cardholders.

HOW TO NOTIFY US CONCERNING ERRORS, QUESTIONS OR TELEPHONE TRANSFERS: Call us at 800-779-5555. Or write to us at PO Box 5366, Janesville, WI 53547-5366.

Overdrafts: Company may not overdraw the Account under any circumstances. If the payment of an item does overdraw the Account, Credit Union may charge all or a portion of the item against any deposit account maintained with Credit Union by Company. Company agrees that Credit Union has the right to place an immediate hold on funds in any of Company's deposit accounts to pay for Card transactions which are subsequently presented to Credit Union for payment. If Credit Union pays a Card item which results in an overdraft of the Account, Company agrees to immediately deposit sufficient funds to cure the overdraft.

Statements: Each month Company will receive an account statement showing, among other things, all debits made by use of the Access Device(s). Company agrees to promptly review the account statement and notify Credit Union in writing at the address indicated above of any disputes regarding any Card transactions.

Disclosures to Others: Credit Union will disclose information to third parties about your account: (1) where it is necessary for completing a transaction; (2) in order to verify the existence and condition of your account for a third party, such as a merchant; (3) in order to comply with a government agency or court order; (4) if you give us written permission; or (5) as otherwise required by applicable law.

Lien to Secure Obligations: Company grants Credit Union a consensual security interest in all of its deposit accounts to secure payment of all amounts owing at any time under this Agreement. Company authorizes Credit Union to hold and apply funds in any of its deposit accounts maintained at Credit Union against any present or future indebtedness Company may have to Credit Union.

Termination: Credit Union shall have the right, at its sole discretion, to terminate Company's privileges hereunder. All cards shall be canceled effective upon termination of this agreement and Company shall return all cards to Credit Union. Company shall remain liable for all debits or other charges incurred or arising by virtue of the use of the Access Device(s) prior to the termination date.

Temporary Holds. To facilitate certain electronic transactions we may place temporary holds on funds in your accounts. These holds may be for periods of 36-hours or more. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions; Therefore, transactions may be processed after the expiration of any such temporary holds, and it is your obligation to insure that sufficient funds are on deposit at all times to cover the your transactions. In addition, most transaction networks and the rules they operate under allow merchants to obtain approvals for sums greater than the actual amount of the charge that will eventually be debited from your account. Therefore, there may be a temporary freeze against all or a portion of your funds that cannot be used for other transactions, which can result in an overdraft. Both the Credit Union and you are subject to these network transaction rules, which are the standard for the debit card industry. **In some instances (e.g., hotels and car rentals) the merchant will obtain authorization for up to three times the expected billing, which can remain against your account for the time periods indicated. Therefore, Credit Union recommends you do not use your debit card when checking in at hotels or renting cars.** Note: Using your debit card to settle your bill at departure does not generally subject you to the delayed hold release. You are fully responsible for managing your account in light of these considerations, which are not within the Credit Union's control; and you are responsible for any overdrafts that occur due to such holds imposed via the parties with whom you transact business using the services governed by this Agreement.

General Terms: Credit Union may from time to time amend the terms of this Agreement to the extent allowed by applicable federal and state law, which amendments shall apply to all transactions on your account(s). This Agreement and all services provided under this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Company agrees that venue for any action brought under this Agreement shall be in the State and county where Credit Union maintains its Principal business offices. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any Transaction or series of Transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person/party; or to enforce any of our rights with respect to other Transactions. Any such waiver shall not modify the terms and conditions of this Agreement. Any controversy or claim arising out of or relating to this Agreement, including any breach of the Agreement, shall be settled by binding arbitration before a single arbitrator in accordance with Wisconsin law and the Commercial Arbitration Rules of the American Arbitration Association. Credit Union and Company expressly consent to venue and arbitration in Janesville, WI. The decision of the arbitrator is final, and there shall be no right of appeal. Any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The fees and costs of the arbitrator shall be shared equally by Credit Union and Company. The prevailing party shall be entitled to recover its reasonable attorney fees and costs.

Transaction Limitations and Fees:

Point-of-Sale Transactions - frequency and dollar limitations

- ☐ There is no limit on the number of POS transactions made per day
- ☐ You may not exceed \$5,000 in point-of-sale transactions per day

ATM Operator/Network Fees - When you use an ATM not owned by the Credit Union, 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 fund transfer).

Additional Charges for Transactions in a Foreign Currency and "Cross-Border" Transactions. Currency Conversion Fee: If you effect or authorize a transaction with your access device in a currency other than US Dollars, VISA will convert the charge into a US Dollar amount. The VISA currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA, as applicable. The exchange rate VISA 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 the purchase or the date the transaction was posted to your account. **Cross-Border Transaction Fee:** A VISA International Service Assessment Fee of 1% will be applied on all cross border transactions. For purposes of this Section, "cross-border transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. This includes online transactions where the merchant is located outside of the United States but the transaction originates in the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.

Inappropriate Transactions. You warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, 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 a breach of this Agreement. Certain federal and/or state laws or Third Party Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. 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 any such use of your account and/or access devices.