

## MASTERCARD® BUSINESS DEBIT CARD TERMS AND CONDITIONS

Your terms and conditions (“Terms”) for your Mastercard® Business Debit Card (“Card”) are detailed below.<sup>1</sup> By activating the Mastercard Business Debit Card, you acknowledge receipt of this notice and acceptance of the Terms. Your Card use is also governed by your deposit account agreement and other related disclosures you received. If there are any inconsistent provisions between these Terms and any other agreement or disclosures with respect to the Card, these Terms shall control. Please read these Terms carefully and keep this document for future reference.

### Important Resources

- Cardholder Inquiry Service– 24-hour general account or card benefit inquires 1-800-Mastercard (1-800-627-8372).
- Emergency Card Replacement and Emergency Cash Disbursement 1-800-Mastercard (1-800-627-8372).
- Lost/Stolen Card Reporting 1-800-272-9933.
- See the Mastercard Guide to Benefits to review the shopping, security and travel benefits associated with your Card.

### 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,” “bank” and “us” refer to Banner Bank, the institution that issues a Card. The words “Customer,” “you” and “your” refer to the owner of the specific account for which Card transactions are permitted. The word “Cardholder” refers to any person authorized by you to use a Card. The word “Card” refers to your Mastercard® Business Debit Card(s).

### Cancellation of Cards

- Please notify us immediately in the event you wish to de-activate a Card by calling 1-800-272-9933.
- Employer Card Cancellation duty – Please immediately notify us of employment terminations of personnel who were assigned a Card, so the Card may be closed. You are responsible for charges on the Card until we are notified of the termination and have had a reasonable opportunity to act on the notice.

### Types of Transfers, Frequency and Dollar Limitations

- **ATM Transactions.** You may access your account(s) by ATM using your Card and personal identification number (“PIN”) to get cash withdrawals from checking or savings accounts. Standard daily ATM withdrawal limit per card is a maximum of **\$750**.
- **Point-Of-Sale Transactions.** You may access your checking account with your Card to purchase goods (in person, by phone, by computer), pay for services (in person, by phone, by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything you can do with a credit card (that a participating merchant will accept with a credit card). **Standard daily spending limit per card is a maximum of \$5000.**
- **Other Limits: Availability of Funds.** For security reasons, we may impose other limits on transfers you can make by debit card. Withdrawals, Point-Of-Sale transactions, retail purchases, and cash advances made at terminals not owned by us and our affiliates may be subject to lower limits, other restrictions, and fees imposed by third party terminal owners. All withdrawals, cash advances, POS transactions, and other debit transactions processed electronically are subject to the availability of funds in your account. The available balance includes any amount available through an overdraft protection product or service linked to your account (e.g., savings account, line of credit or another checking account); it is reduced by temporary holds, such as for recently authorized transactions, and other holds, such as for collateral or for recently deposited items per our Funds Availability Policy. When you make a Card transaction the merchant generally attempts to obtain an authorization. If your available balance is sufficient, a temporary hold (described below) is placed on your account for the authorized amount of the Card transaction, which reduces your available balance. The current or ledger balance of your account is not reduced by the amount of the Card transaction until the transaction is presented to and paid by the bank.

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<sup>1</sup> Mastercard and the Mastercard brand marks are trademarks of Mastercard International Incorporated.

**Temporary/Pending Holds.** *Whether you make a PIN-based or a signature-based Card transaction, the available balance in your account will be temporarily reduced by the authorized transaction amount for the earlier of 3 business days or when the transaction is presented to us for payment. If the presented transaction differs from the authorized amount, the temporary hold will remain for the full 3 business days. If the transaction is not presented within 3 business days, the temporary hold will end and the available balance will be increased by the transaction amount that was authorized.*

## **Fees**

### **ATM Operator / Network Fees**

When you use an ATM not owned by us, 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). We do not charge a separate fee when you use your Card at an ATM or through an electronic payment network we do not own.

## **Stop Payment**

Generally, you may NOT place a stop payment on any purchase, Point- Of-Sale transaction, or cash advance. Notwithstanding the foregoing, however, you may stop payment on recurring transactions processed through Mastercard that have not yet processed to your account. To stop a future automatic payment your letter must reach us three business days before the automatic payment is scheduled to occur. A standard stop payment fee will apply.

## **Business Purpose**

You acknowledge, understand and represent that the business checking account tied to the Card is NOT a “consumer account” and that the Card shall not be treated as a consumer card under the provisions of state and/or federal law. You agree to not use the Card for personal purposes, and to provide all Cardholders written instructions that the Card shall not be used for personal, family, or household purposes.

## **Card Issuance and Usage. Security Procedure**

The Card allows Cardholders to directly access the business account(s) linked to the Card. You acknowledge that we are providing such service to you as an accommodation only and, except as otherwise provided by law, we are not responsible in any way for how the Cards are used. We are not responsible for the refusal of anyone to honor the Cards.

Your Cards will include the name of your business and the names of the Cardholders you designate. A Card cannot be transferred to another person. Each Card will have a unique PIN for ATM Transfers and certain Point-Of-Sale transactions. Cardholders may change the PIN by contacting us. The Cards remain our property and must be surrendered to us upon demand. We have no duty to discover any breach of security by you or Cardholders, such as the unauthorized disclosure or use of a PIN.

As security procedures, You and Cardholders agree to

- Require both a Card and a PIN to be used together to obtain cash at ATMs. A merchant may require your Card to be used with a PIN to purchase goods or pay for services.
- Require each PIN be afforded the highest level of security, including ensuring only the Cardholder to whom the PIN is assigned shall know it. Cardholders shall not share PINs with each other. Providing a Card and PIN to another person effectively constitutes a grant of authority to access your account(s) linked to the Card.
- Immediately notify us when you terminate a Cardholder’s rights and promptly return the Card to us or certify its destruction.

## **Documentation**

- Terminal Transfers. You will normally be provided with a receipt at the time you make any transaction from your account using one of our ATM or Point-Of-Sale terminals, although many ATMs now offer customers the option to select not to get a receipt. If a receipt is not available, you should be notified prior to completing the transaction and should be given the option to cancel at that time.

- **Retain Copies for Your Records.** You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record (but not while at a terminal). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.
- **Periodic Statements.** You will get a monthly account statement from us for your checking account that will also include a record of transactions made using your Card. You agree to examine your receipts and periodic statements with reasonable promptness and to report any errors or problems to us within a reasonable time. You agree that the time to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of sixty (60) days from when the statement containing the error or problem was FIRST mailed or made available to you.

### **Account Requirement, Payment Responsibility, Transferability, Enforceability**

The services described in these Terms will be available to you only as long as you maintain a business checking account with us. You are liable for the payment of Card transactions authorized by you or your agent or any Cardholder or their agent. This account may not be transferred or assigned without our written consent.

If any provision of these Terms cannot be legally enforced, it will be considered changed only to the extent necessary to comply with applicable laws. If any part of these Terms becomes unenforceable, it will not make any other part unenforceable.

### **Unauthorized Transfers**

Tell us at once if you believe a Card has been lost or stolen. Telephoning is the best way of minimizing the possible theft of funds in your accounts, including those linked to your business checking account. Unauthorized transfers may exclude any transaction allegedly conducted by:

- A business co-owner
- A Cardholder or a person authorized by a Cardholder
- Any other person with an interest in or authority to transact business on the account.

***Zero Liability for Unauthorized Transactions.*** In accordance with Mastercard's Zero Liability Policy, unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Card. Upon notification from you of an unauthorized transaction, we will limit your liability for those transactions to zero. However, you must notify us within 60 calendar days of when we made available to you the first statement showing any such unauthorized transactions. We may increase this limit and hold you liable for all unauthorized transactions if it is reasonably determined that a Cardholder or account owner was grossly negligent or fraudulent in handling the card or account.

We will provide you with provisional credit for unauthorized purchase transactions within five business days from our receipt of notification of an unauthorized transaction. We will provide you with provisional credit for unauthorized ATM transactions within ten business days from our receipt of notification of an unauthorized transaction. Additionally, we may ask for written confirmation of the unauthorized transactions before providing provisional credit. If we ask for and do not receive such written confirmation by the time we would otherwise provide you with provisional credit, we may not provisionally credit your account.

***Contact in event of unauthorized transfer.*** 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, immediately call 800-272-9933 to close your Card immediately. After hours services are available at this number.

### **Limitations on Bank's Liability**

We shall not be liable for anything arising from or in connection with attempted Card transactions, including, without limitation, if:

- You do not have enough money in your account (not due to our fault).
- You have a linked line of credit, but the transaction would cause you to exceed your credit limit.
- An ATM does not have sufficient cash.

- A terminal or system is not working properly.
- Circumstances beyond our control (such as fire or flood) prevent the transaction.
- A merchant refuses to accept your Card.
- An ATM rejects your Card.

There may be other limitations on our liability stated in our deposit account agreement with you.

### **International Transactions**

When a Cardholder uses a Card in an international transaction, if currency conversion is necessary, the currency conversion will use either a government-mandated exchange rate or a wholesale exchange rate selected by Mastercard. The currency conversion rate Mastercard generally uses is the rate for the applicable currency in effect on the transaction date. In limited situations, particularly where Mastercard transaction processing is being delayed, Mastercard may instead use the rate for the applicable currency in effect on the day the transaction is processed.

A combined 1.1% fee for Currency Conversion Assessment (CCA) and International Service Assessment (ISA) will also be charged.

### **Amendments and Change in Terms**

We may from time to time amend these Terms to the extent allowed by applicable federal and state law. We will notify you by mail (or email if you have consented) of such amendments and when they will become effective. Use of your Card on or after the effective date of an amendment constitutes your acceptance of the change.

### **Additional Information about Your Card**

Your Card must not be used for any unlawful purpose, including the purchase of goods or services prohibited by local law. We reserve the right, but are not obligated, to reject any internet gaming, gambling, lottery or similar transaction. Without limiting the foregoing, we reserve the right, but are not obligated, to reject any transaction we reasonably believe to be unlawful or attempted in connection with any transaction we reasonably believe to be unlawful. If any such transaction is not rejected, we are authorized to debit your account. We will not be liable if you engage in any illegal transaction.

### **Contact Information and Business Hours**

To contact us you may call or write:

Toll Free Phone: 1-800-272-9933  
Monday-Friday from 7am-7pm Pacific Time

Secure Message: Submit a secure message using your Banner Bank Online Banking Access

Mailing Address: Banner Bank  
Attn: Electronic Disputes  
PO Box 907  
Walla Walla WA 99362

*Our business days are Monday – Friday, excluding Holidays*