

Mastercard™ Business Debit Card

Terms and Conditions

Your terms and conditions for your Mastercard Business Debit Card ("Terms & Conditions") are detailed below. By activating the Mastercard Business Debit Card, the customer acknowledges receipt of this notice and acceptance of these Terms & Conditions. These Terms & Conditions incorporate herein by reference any other terms and conditions provided separately with your deposit account agreement with us, as well as the terms of any disclosures you may have received. To the extent of any inconsistent terms between these Terms & Conditions and any other agreement or disclosures, these Terms & Conditions shall control. Please read these Terms & Conditions Carefully and keep this document for future reference.

- 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 benefits, security benefits, 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 the 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 the Card. The word "Card" refers to your Mastercard Business Debit Card.

Cancellation of Cards and Notification of Employees

- Please notify Banner Bank immediately in the event you wish to deactivate a Card previously issued to your company by calling 1-800-272-9933.
- Employer Card Cancellation duty – Employers are REQUIRED to immediately request the Bank to close cards for terminated employees.

Types of Transfers, Frequency and Dollar Limitations

- **ATM Transfers.** 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. **You may withdraw no more than \$500 per day unless another limit has been requested and approved.**
- **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 is a maximum of \$5000.00. This limit can be raised or lowered based on customer request and branch approval.**
- **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, plus any applicable overdraft protection product or service linked to your account. If your account has an overdraft protection feature, unless otherwise agreed in writing, Card transactions that would otherwise overdraw your account will be covered by the overdraft protection feature. Each time that you make a Card transaction the merchant attempts to obtain an authorization. If your available balance is sufficient we will place a hold on your account and reduce your available balance by the amount of the Card transaction. The current balance in your account maintained with the bank is not reduced by the amount of the Card transaction until the transaction is presented to and paid by the bank.

The balance available at the ATM is also reduced by the amount of the Card transaction. If the Card withdrawal is not presented within three (3) business days, we will release the hold and the available balance will be increased by the amount of the Card transaction. Whether you make a PIN based or a signature based Card transaction, the balance in your account available for the payment of checks and debits will be reduced by the amount of the Card transaction until the Card transaction is presented to us for payment. This means that if you make an inquiry on the available balance of your account through any method, the available balance will reflect the amount of the Card transaction until the Card transaction is presented to and paid by us. If the Card transaction is not presented within three (3) business days, we will release the hold and the available balance will be increased by the amount of the Card transaction.

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.

Business Purpose

You acknowledge and understand and have represented to us 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 that the Card may **not** be used for personal purposes. You agree to provide written instructions to all Cardholders that the Card shall not be used for personal, family, or household purposes. You acknowledge and agree that the Consumer Financial Protection Bureau Regulation E ("Regulation E") is not applicable to the Account for which the Card is issued, is not applicable to the Card, and is not applicable to any transaction effectuated through the use of the Card.

Card Issuance and Usage, Security Procedure

The Card allows Cardholders to directly access the business checking account linked to the Card. We will issue, or cause to be issued, Cards identifying the name of your business and in the names of the Cardholders designated by you. Also, each Card will be assigned a unique PIN required for ATM Transfers and certain Point-Of-Sale transactions. Cardholders have the option to change the PIN by contacting the Bank.

As a security procedure, you agree to require both a Card and a PIN to be used together to obtain cash at designated ATMs. You may use your Card to purchase goods or pay for services without a PIN. You agree that each PIN shall be afforded the highest level of security by you and Cardholders and shall be known only to the individual Cardholder to whom the PIN is assigned. You agree that 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. We assume no duty to discover any breach of security by you or Cardholders or the unauthorized disclosures or use of a PIN. 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. All Cards must be signed immediately upon receipt by the Cardholders, but all Cards remain our property and must be surrendered to us upon demand. 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 the manner in which the Cards are utilized. You and any Cardholder agree that this Card is for use by business owners and employees. The Card can be used for business purpose ATM Transfers and Point-Of-Sale Transactions only. We are not responsible for the refusal of anyone to honor the Cards.

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

Unauthorized Transfers

- Tell us at once if you believe your Card has been lost or stolen. Telephoning is the best way of minimizing the possible theft of funds in your accounts, including any applicable overdraft protection product or service linked to your accounts. Unauthorized transfers may exclude any transaction allegedly conducted by:
 - A business co-owner
 - The Cardholder or person authorized by the 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. You must notify us within 60 calendar days of the mailing date of the first statement showing any unauthorized transactions. We may increase this limit and hold you liable for all unauthorized transactions if it is reasonably determined that the cardholder or the 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 receipt of notification of an unauthorized transaction. We will provide you with provisional credit for unauthorized ATM transactions within ten business days from 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 credit your account. Mastercard and the Mastercard brand marks are trademarks of Mastercard International Incorporated.
- **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 hereunder for anything arising from or in connection with the Card transactions contemplated hereunder, including, without limitation:

- If through no fault of our own, you do not have enough money in your account to make the transfer.
- If you have an overdraft line and the transfer would cause you to exceed your credit limit.
- If an ATM does not have sufficient cash.
- If a terminal or system is not working properly.
- If circumstances beyond our control (such as fire or flood) prevent the transfer.
- If a merchant refuses to accept your Card.
- If an ATM rejects your Card.
- We will not be liable for failure to make transfers to or from your account or for making transfers in the wrong amount.
- There may be other limitations on our liability stated in our deposit account agreement with you.

International Transactions

If a Cardholder engages in an international transaction using the Card, if currency conversion is necessary, then currency conversion will occur using either a government-mandated exchange rate or a wholesale exchange rate, selected by Mastercard. The government-mandated exchange rate or wholesale exchange rate that is used for a particular Transaction is the rate selected for the applicable currency on date that the Transaction is processed, which may differ from the rate selected on the date the Transaction occurred or on the date the Transaction is posted to the account. A combination 1.1% Currency Conversion Assessment fee (CCA) and International Service Assessment (ISA) fee will also be charged.

Amendments and Change in Terms

We may from time to time amend these Terms & Conditions to the extent allowed by applicable federal and state law. We will notify you by mail of such amendments, and subject to the requirements of applicable law, any amendment to this Agreement will become effective at the time stated in such notice. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change.

Contact Information and Business Hours

To contact us you may call or write:

(509) 527-3636 or (800) 272-9933
Banner Bank
10 S. First Ave. PO Box 907
Walla Walla, WA 99362

Monday-Friday 7am-7pm PT/8am-8pm MT
Holidays not included.

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.