

BUSINESS DEBIT CARD AGREEMENT TERMS AND CONDITIONS



The following is the Agreement between the owner of the Account and **SECURITY NATIONAL BANK OF ENID** (the "Financial Institution"), covering Business Debit Card(s). In this Agreement, the words "you" and "your" mean each person who signed the application form, or otherwise requested the card(s), and each person to whom a card(s) is issued at your request. The words "we" and "us" mean the Financial Institution.

BUSINESS CARD PURPOSE:

You and any cardholder agree that this card is for use by business owners and employees. 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 law. You agree to provide written instructions to all cardholders that the card shall not be used for consumer purposes. We assume all transactions are for business purposes. We do not monitor transactions to determine their purpose. You may not use the card(s) to make deposits.

TYPES OF TRANSACTIONS:

For those Deposit Accounts associated with your card(s) you may use your card(s) at Terminals to: (1) Withdraw cash from your Deposit Accounts; (2) Transfer funds between your Deposit Accounts; (3) Pay for purchases from merchants who have agreed to accept the card(s) for that purpose; and (4) inquire as to the amount of your "available balance" (as defined below). Some of these services may not be available at all Terminals. You may not use the card(s) to make deposits. "Terminal(s)" refers to those automated teller machines and other electronic terminals in which you may use your card(s).

You may use your card(s) in the Terminal (ATM) to withdraw cash from your Deposit Accounts, up to the amount of your "available balance," not exceeding \$1,000.00 per day, per card. The "available balance" is your current ledger balance, minus holds placed on your account by us, minus withdrawals and transfers from your Deposit Accounts made at a Terminal.

You may use your business debit card(s) to pay for goods and services at retail locations displaying the Visa symbol. We shall charge against your account all purchases and all withdrawals made with your debit card(s). The use of your business debit card(s) to purchase goods and services will constitute a simultaneous withdrawal from and/or demand upon your primary business checking account. You cannot place a stop payment on any transaction made with your business debit card.

In addition to the limits on cash withdrawals at Terminals, you may use your business debit card to purchase up to \$2,500.00 (may be less or more under certain circumstances) in goods and services each day, as long as your available balance is sufficient to cover the aggregate of all purchases.

When you receive your card(s), sign your name in ink on the signature panel. The use of your Personal Identification Number (PIN) together with your card(s) and signature is intended to prevent your card(s) from being improperly used and constitutes a security procedure. The use of the card(s) at a point-of-sale terminal constitutes a security procedure. In order to protect this security, do not write your PIN on your card(s) or keep your PIN close to your card(s). You should not tell your PIN to anyone.

FEES AND CHARGES:

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 charge \$10 to replace a lost or stolen card.

We will charge you \$25 for each nonsufficient funds item

We will charge you fees in accordance with the information found in the Schedule of Fees and Charges. The Financial Institution reserves the right to make future changes in account and/or card(s) service charges, subject to our giving you notice as required by law.

DOCUMENTATION:

Terminal Transfers: You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

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. You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

FOREIGN EXCHANGE:

If you use your card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date and in each instance, plus or minus any adjustment determined by the issuer.

Visa USA charges us a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. In either case, we pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

LIABILITY FOR FAILURE TO MAKE TRANSFERS:

Except as otherwise provided by any applicable statute, if we do not complete a transfer to or from your account on time or in the correct amount, we will not be liable for your losses or damages.

CANCELLATION OR ACCOUNT CLOSING:

We are not, under any circumstances, obligated to reissue a lost or stolen card(s). We may, without prior notice, cancel or invalidate your card(s) at any time, and may, at our option, cancel this Agreement. If we or you cancel your card(s), or close your business accounts associated with your business debit card(s), you remain liable for whatever you owe us as a result of the use of your card(s). You may cancel your card(s) by written notification to us and the return of card(s) issued.

AGREEMENT:

By signing, using or allowing someone else to use your card(s) or use an electronic fund transfer service, you agree to the terms and conditions contained in this Agreement.

PROCEDURES FOR REPORTING LOST OR STOLEN CARD(S):

You agree to tell us **AT ONCE** if your card(s) has been lost or stolen. If you believe your card(s) has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, notify us immediately. The address and phone numbers are found at the end of this Agreement.

LIABILITY FOR UNAUTHORIZED USE:

If you suspect that your Visa Business debit card or card number has been lost or stolen, you may not be responsible for any unauthorized purchases if you report the theft promptly. Upon notification from you of unauthorized Visa transactions, we may limit your liability for those transactions to zero. We may require such notification to be received within 60 calendar days of the mailing date of the first statement showing any unauthorized Visa transactions. In evaluating your claim, we will consider whether gross negligence on your part has contributed to the transactions in question. We may increase this limit if, based on substantial evidence, it is reasonably determined that you were grossly negligent or fraudulent in the handling of the card or account. We will provide you with provisional credit for unauthorized Visa transactions within five business days from receipt of notification. Additionally, we may require written confirmation of the unauthorized Visa transactions before providing provisional credit.

We define an "unauthorized transaction" to EXCLUDE either or both of the following: 1. Any transaction by a business co-owner, a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account. 2. Any transaction by a cardholder that exceeds the authority given by the Visa business debit card account owner.

If you withdraw cash, inadvertently or otherwise, from your deposit account in excess of such account, you become liable to us in the amount of the excess. The card(s) is intended for business use only. Your use or use by anyone with authority implied or apparent, or for your benefit constitutes an authorized use.

CONSEQUENTIAL DAMAGES:

We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your card.

ADDITIONAL RISK ASSOCIATED WITH USE OF BUSINESS PURPOSE CARDS:

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(s) 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 business purpose card(s) as described in this Agreement.

APPLICABLE LAW:

The validity, construction and enforcement of this Agreement, and all matters arising out of the issuance and use of the card(s) and electronic fund transfers, shall be governed by the laws of the State of Oklahoma to the extent not preempted by federal law. We may amend this Agreement at any time. Notice of such changes will be given to you as required by law. To the extent any use of your card(s) constitutes a "Funds Transfer" under Article 4A of the Uniform Commercial Code, and/or this Agreement conflicts with our deposit agreement with you, this Agreement controls. Except as provided in the preceding sentence, our deposit agreement shall apply, including the provisions on funds transfer.

ADVISORY AGAINST ILLEGAL USE:

You agree not to use your card 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.

To report a lost or stolen card after regular business hours, call 800-791-2525

To report a lost or stolen card, questions, or cancellation of the card, call 580-234-5151

or write to Security National Bank, P.O. Box 1272, Enid, OK 73702

[email: debitcards@snbenid.com](mailto:debitcards@snbenid.com)