

correct and you will lose any right to assert otherwise. You further agree that if you fail to report to us within 14 days from when the statement was first mailed or made available to you that we will not be required to pay interest on any amount re-credited to your account. We will only re-credit your account for errors or problems as required by law.

If you report to us orally, we may require that you submit the complaint or question in writing within 14 business days.

You may ask for copies of the documents that we used in our investigation.

**TROPICAL FINANCIAL CREDIT UNION**  
3050 Corporate Way  
Miramar, Florida 33025

Business Days: Monday through Friday, excluding Federal holidays  
Phone: (305) 261-8328 (in Miami-Dade)  
1-888-261-8328 (All other areas)

**Cancellation of Card.** You agree to immediately notify us when you terminate a Cardholder's rights and to promptly return the Card to us. If you ask us to terminate your account or the use of a Cardholder's right, you will remain liable for transactions made by Cardholders on your account. It is your responsibility to notify the Cardholder if an individual Cardholder's right to use the Card has been terminated. We reserve the right to cancel any Cardholder's privileges and to require you to return the Card(s). We may terminate this Agreement immediately if 1) you breach this or any other agreement with us; 2) we have reason to believe there has been or may be unauthorized use of your account or Card; 3) there are conflicting claims to the funds in your account; or 4) you request that we do so.

**Amendments.** We may make amendments to this Agreement as provided for in the terms and conditions of your business account agreement. Use of your Card after notice of an amendment has been received will constitute your acceptance of the amendment or change in terms.

**Notices.** Notices under this Agreement will be provided in writing or any other method as permitted by law or as you may have agreed to by means of electronic delivery. Notices mailed will be sent to the address of record and you agree to notify us of any change in your current mailing address.

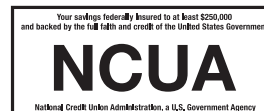
**Purchase Rewards Program.** The Purchase Rewards Program is for business checking account members with a Business Debit Mastercard® and can be accessed in Online Banking. Purchase Rewards are offers you will randomly receive online via Internet Banking and based on how you currently shop to ensure the offers are useful to you. You release and hold the Credit Union and all parties associated with the Purchase Rewards Program harmless from any claim, liability, or damage relating to the Purchase Rewards Program.

## NOTICE OF ATM / NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your Debit Card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your Debit Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset, if you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

*For more information on the features and benefits of the Debit Mastercard®, go to [tropicalfcu.com/mastercard-debit](http://tropicalfcu.com/mastercard-debit)*



# Business Debit Mastercard® Agreement and Disclosure



## Business Debit Mastercard® Agreement and Disclosure

This Agreement contains the terms and conditions relating to your Business Debit Mastercard®. This Agreement is a contract between you and Tropical Financial Credit Union and supplements any other terms and conditions provided separately with your account agreement or any disclosures you may have received. These terms govern the operation of the account and may be changed by providing you written notice as required by law. You should read this Agreement and keep a copy for your records.

Your acceptance and/or use of the Business Debit Mastercard® or use by any authorized agent or cardholder constitutes your agreement to all of the following terms and 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. If you do not want to use the Card, destroy it at once by cutting it in half and notify us to close the account.

If any terms in this Agreement become unenforceable in order to comply with applicable law, this Agreement will be considered changed only to the extent required by law and will not affect any other terms and conditions.

### Definitions.

The words “we”, “us” and “our” refer to Tropical Financial Credit Union. The words “you” or “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.

**Card for Business Purpose.** You and any Cardholder agree that this Card can be used by business owners and employees for business purpose Automated Teller Machine (ATM) and point-of-sale transactions only. You understand and acknowledge that the card may not be considered a consumer card under the provisions of state and federal law and 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 or consumer purposes. We will not be responsible to monitor the purpose of transactions and assume that all transactions are for business purposes only.

**Use of Card.** The card services available to you are described in this agreement with us. The Card may be used to access the business checking account identified on your Card application. We will issue Cards and personal identification numbers (PINs) at your request. Each Card will identify your business as well as the Cardholder. Each Cardholder must sign their Card before it may be used. The Card must be used with a PIN to obtain cash at designated ATMs. You may use your Card to purchase goods or pay for services without a PIN anywhere Mastercard® debit cards are accepted. Once a Card has been issued, it cannot be transferred to another person.

### Insufficient Funds / Overdrafts.

If a check, withdrawal, or debit is presented without sufficient funds in your account or available line of credit, we may, at our discretion, pay the item (creating an overdraft) or return the item for non-sufficient funds (NSF). Payment made by the Credit Union to cover overdrafts posted to your business account is a discretionary courtesy within the limits as disclosed to you in the discretionary Overdraft Privilege program. The amounts of fees for overdraft and NSF are disclosed in the Schedule of Fees for business accounts. More than one overdraft or NSF fee may be charged against the account per day, depending on the number of checks presented on, or withdrawals made from, the account. If we pay a check, or cover a withdrawal or debit, or impose a fee

that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. We encourage you to make careful records and practice good account management. This will help you to avoid insufficient funds and incurring the resulting fees.

### Currency Conversion and Cross-Border Transaction Fees.

If you effect a transaction with your Business Debit Mastercard® in a currency other than US Dollars, Mastercard® will convert the charge into a US Dollar amount. The Mastercard® currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by Mastercard®. The exchange rate Mastercard 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 purchase or the date the transaction was posted to your account.

Mastercard® charges us a Currency Conversion Assessment for performing the currency conversion. In addition, Mastercard® charges us an Issuer Cross-Border Assessment on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee and a Cross-Border Transaction fee.

A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard® Debit Switch in which the country of the merchant is different than the country of the cardholder. See our separate Schedule of Fees for information about the charges.

### TYPES OF TRANSACTIONS AND LIMITATIONS

**ATM Transactions.** You or any authorized cardholder may access your account by ATM using your Card and PIN (personal identification number) to:

- Withdraw cash from your checking account or savings account. You may withdraw no more than \$1000 per day combined with point-of-sale purchases by use of your PIN.
- Make deposits at select locations and limits may apply to checking or savings accounts.
- Transfer funds between your checking and savings account.
- Get information about your account balance.

Some of these services may not be available at all ATM terminals.

**Point-of-Sale Transactions.** You or any authorized cardholder may access your checking account with your Card for purchases of goods or services or to obtain cash from a merchant or financial institution that accepts the Mastercard® debit card. We will debit your checking account for the total amount of the transaction.

There is a daily limit of \$5000 on the dollar amount of point-of-sale transactions (or purchases) without a PIN that you can complete with your Card. This daily limit is subject to your available checking balance, including an overdraft protection credit line if granted under separate agreement.

You will receive a transaction receipt when you complete a transfer to or from your account at an ATM or point-of-sale terminal. You will receive a monthly account statement from us for your checking account. You should review your periodic statement for accuracy and compare your account records, receipts and credit slips against your periodic statement in order to reconcile the balance and activity reported.

**Fees.** You agree to pay any service fees applicable to your Card as listed on the Schedule of Fees for business accounts. These fees are subject to change.

**Order of Payment.** We may post and pay Card transactions in the order they are received. We reserve the right to pay Card transactions before checks and other items.

**Stop Payment.** Card transactions are generally processed immediately and you have no right to stop payment on any transaction originated with the use of the Card. Any claims concerning goods or services purchased with your Card must be resolved by you directly with the merchant or seller who accepted your Card, and any claim or defense which you assert will not relieve you of your obligation to pay us the total amount of the transaction.

### LIMITATIONS ON OUR LIABILITY

We will not be liable if:

- You do not have enough money in your account to make the transfer.
- You have an overdraft credit line and the transfer would cause you to exceed your credit limit.
- An ATM does not have sufficient funds.
- A terminal or system is not working properly.
- Your Debit Card is damaged or the ATM rejects your Card.
- A merchant refuses to accept your Card.
- Circumstances beyond our control (such as fire or flood) prevent the transfer.

There may be other limitations on our liability.

### UNAUTHORIZED TRANSFERS

#### Additional Risk for Use of Business Purpose Cards.

Your liability for the unauthorized use of your Card could be greater than the liability for a consumer card transaction. The benefit of any consumer law limiting liability for unauthorized use of the Card is not available for your business purpose Card. You understand and accept the additional risk and liability related to the use of business purpose cards as disclosed in this Agreement.

**Your liability for Unauthorized Transfers.** You are liable for Card transactions you do not authorize if we processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by law.

Tell us AT ONCE if you believe your Card and/or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (or other designated overdraft line-of-credit). If your Card is lost, stolen, or used without your permission, you agree to notify us immediately on business days at the phone numbers listed on this brochure and to promptly confirm such notice in writing, as requested. If your Business Debit Mastercard® has been lost or stolen on nights, weekends or Federal holidays, call 1-800-472-3272. If you do not notify us within 60 days from when the periodic statement containing an unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in the periodic statement as correct, and you may not assert otherwise.

### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR CARD TRANSACTIONS

You agree to examine your periodic statements and receipts and to report any errors or problems to us as soon as you can. Call or write us at the telephone number or address listed in this brochure if you think your statement is in error or if you need more information about a transfer listed on the statement or receipt. You agree that the time to examine the statement will not exceed 60 days from the date the first statement on which the error or problem occurred was mailed or made available to you. If you do not report within 60 days, we will deem such information to be