

Terms and Conditions:

Unlawful Transactions

The Card must not be used for any unlawful purpose. You agree not to use the Card or any linked account for any transaction that is illegal under applicable law.

Termination of Card Privileges

The account owner will notify the Bank within two business days in writing of the termination of a current or former employee or other Cardholder's authority to use the Card. If a Cardholder's authority is terminated, the account is closed, or the Card is cancelled, you will immediately retrieve and destroy the Card(s) and upon request provide written confirmation that the Card(s) has been destroyed.

Liability

The account owner will not be liable to the Bank for charges to your account as a result of the unauthorized use of the Card, subject to the following:

Protecting the Card and Secret Code (PIN). You must take care to protect the Card from loss or theft, or any use by others. Each Card is intended to be used only by the person whose name is embossed on the Card. Use by colleagues or other employees is not considered authorized for coverage under the bank's program. Also, you are responsible for keeping the Secret Code (PIN) confidential.

Definition of "Unauthorized Transaction." The account owner(s) is responsible for Cards issued to Cardholders. You will not be liable for unauthorized transactions except as explained below. An "Unauthorized Transaction" is a transaction that does not benefit you that is made by a person who does not have your actual or implied authority to use the Card.

Unauthorized Transactions do not include (that is, business owners are liable for):

- Any transaction by a co-owner, a Cardholder or other person authorized by a Cardholder, or other person with an interest in authority to transact business on the account.
- Any transaction by a Cardholder that exceeds the authority given by the account owner.
- Any transaction that resulted from inadequate internal controls in your organization.
- Any transaction a merchant has processed in error or a transaction in which the Cardholder is unhappy with goods or services received. In these cases, the Cardholder should first contact the merchant to obtain resolution.

With the exceptions noted above, the account owner has no liability for an Unauthorized Transaction made with a Card or Card number if the Bank is notified of the unauthorized transactions within 60 days of when the first statement showing the unauthorized transaction was mailed.

If the Bank is not notified within 60 days of when the first statement showing the Unauthorized Transaction was mailed, the account owner will have the burden of proving that the transaction was unauthorized. You may be required to provide documentation to support your claim, including an affidavit of unauthorized use and a police report. Additionally, in evaluating your claim, the Bank will consider whether any negligence on the part of the Cardholders within your organization has contributed to the transaction in question. Some of the factors that the bank will consider in connection with this evaluation include:

1. Whether any loss or theft of the Card was reported to the Bank within 48 hours of discovery of the loss or theft.
2. Whether you have promptly reviewed any periodic statement that is provided to you. If you discover any Unauthorized Transaction on your periodic statement, you must have reported it to the Bank within 48 hours of the discovery.
3. Whether you have exercised reasonable care in safeguarding your Card, Card number, and Secret Code (PIN) from loss or theft.
4. Whether you have reported multiple incidents of Unauthorized Transactions to the Bank within the 12-month period immediately preceding your claim and the facts and circumstances surrounding those incidents.