



BUSINESS DEBIT CARD DISCLOSURE AND AGREEMENT

This VISA® Business Debit Card Agreement (“**Agreement**”) explains the rules which govern your debit card and its usage. In this Agreement, the words “**Bank**,” “**we**,” and “**us**” mean Resource Bank. “**You**” and “**your**” mean the Company or Commercial Entity, Owner, Partial Owner, Authorized Signer, and/or Affiliate on the Account to whom the VISA® Business Debit Card is issued. “**Account**” means your primary business checking account associated with your Card. “**Card**” means the VISA® Business Debit Card authorized by us to make an electronic fund transfer. “**Electronic Fund Transfer**” and “**EFT**” mean any transfer of funds initiated through an electronic terminal, telephone, computer, or similar instrument used for ordering, instructing, or authorizing the Bank to debit or credit your Account. “**POS**” means Point-of-Sale. Please read this Agreement carefully and keep it in a safe and convenient place.

COMPANY ACKNOWLEDGES AND UNDERSTANDS THAT THE CARDS ISSUED UNDER THIS AGREEMENT TO AUTHORIZED SIGNER(S) AND/OR AFFILIATE(S) WILL NOT BE TREATED AS CONSUMER CARDS UNDER THE PROVISIONS OF STATE AND FEDERAL LAW. CUSTOMER WILL NOT HAVE THE BENEFIT OF ANY LIMITATIONS OF LIABILITY WITH RESPECT TO THE UNAUTHORIZED USE OF PIN-BASED TRANSACTIONS. CUSTOMER ACCEPTS AND AGREES TO UNDERTAKE THE ADDITIONAL RISK ASSOCIATED WITH THE USE OF BUSINESS DEBIT CARDS AND AGREES TO ASSUME THE GREATER MEASURE OF LIABILITY DESCRIBED IN THIS AGREEMENT.

A. IMPORTANT AGREEMENT INFORMATION ABOUT YOUR DEBIT CARD.

- 1. Issuance and Use of Business Debit Card.** The terms of this Agreement are to initiate withdrawals or transfers from your Business account(s) via ATMs, through participating VISA® merchants, and other transactions using the Card. Company represents and warrants Card(s) will only be used for business purposes. Company acknowledges and understands the Card shall not be treated as a consumer card under the provisions of state and federal laws and regulations, including but not limited to the Electronic Funds Transfer Act. Owner Authorization is required to issue a new or replacement Card to an Affiliate. An Authorized Signer has the authority to request a Card without Owner Authorization.
- 2. Personal Identification Number (PIN).** Once you receive your Card, you may activate your Card and select your own PIN by calling (866) 633-5293. You may also visit any of our branches during business hours to select or change your PIN. The PIN you select must remain confidential and should not be disclosed to third parties or recorded on or with your Card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone. If you fail to maintain the security of your PIN and the Bank suffers a loss, we may terminate your Card and Account immediately. If your PIN is entered incorrectly three (3) consecutive times, your Card will be locked from withdrawing funds. Should this happen, please contact Resource Bank Customer Service at (985) 801-0150 during regular business hours.
- 3. Limits.** Your limit for POS transactions is \$2,500.00 per day. Your limit for ATM transactions is \$605.00 per day. Separate ATM withdrawal limits may apply (see Section B.2 below).
- 4. Overdrawn.** If sufficient funds are not available in your Account for the amount obtained at an ATM, and your Account balance becomes overdrawn, the Bank reserves the right to offset the amount of insufficient funds with your funds from any of your other accounts at the Bank. If the Account is a joint account, our reference to singular implies plural. You are obligated to repay any charges resulting from the use of the Card by another person with your express or implied permission, whether or not the person stays within the limits of use set by you. You remain bound to pay for charges under this Agreement even though another person has been directed to pay the debt by agreement or court order, such as a divorce decree.
- 5. Participating Merchants.** Participating Merchants, also referred to as merchants, are merchants who have agreed to accept the Card. You can purchase goods and services. If you establish recurring payments at any time with a merchant, you must notify the merchant when your Card number or expiration date has changed, or your Card is closed.
- 6. Debit or Credit.** A merchant may ask you if your purchase is debit or credit. If you choose debit, your PIN will be required for the transaction. If the merchant permits, you can also get cash back with your debit purchase. If you choose credit, you will be asked to sign a receipt. Exceptions to signing for credit purchases include but are not limited to fuel purchases. In both instances, your purchase will be subtracted from your Account.
- 7. Authorization Holds.** An authorization hold is a temporary hold placed on your Account for certain debit card transactions. The temporary hold amount may be more than the actual amount of the transaction, so your available account balance will temporarily be reduced by the amount of the temporary hold. If the authorization hold or the processing of subsequent transactions causes your Account to have insufficient funds to pay the transaction, we may charge you non-sufficient funds fees if we return the item or overdraft fees if we pay the item on your behalf.
- 8. Stop Payment.** We can only honor stop payment requests for transactions using your debit card on pre-authorized recurring transactions. It can take up to ten (10) business days before the transaction will be stopped. The stop payment is good for two (2) years. Contacting the merchant with whom you set up your recurring payment would be your first and best option to prevent future charges.
- 9. Contact Information.** It is important for you to inform the Bank of any changes to your address, phone numbers, and e-mail address. The Bank or a third-party vendor may attempt to contact you regarding any suspicious transactions on your Account.
- 10. Foreign Transactions.** A Foreign Transaction Fee is a fee applied to a transaction outside the United States, even if the currency is in U.S. Dollars. If a transaction is in a foreign currency, Visa will convert the transaction into U.S. Dollars using their currency conversion procedures. Your Bank statement will reflect foreign transactions. The exchange rate between the Transaction Currency and the Billing Currency is either of the following:
 - a. A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable Processing Date may vary from the rate Visa receives.
 - b. The rate mandated by a government or governing body in effect for the applicable Processing Date.
- 11. Fraud Monitoring.** A third-party vendor provides fraud monitoring for customers for fraud protection. The fraud monitoring company has tools to detect unusual behavior patterns. It enables the company to contact you if abnormal use patterns are detected and block potentially fraudulent transactions.
- 12. Account Activity Alerts.** You can set up e-mail alerts or text alerts on your Account for Card activity exceeding an amount you specify through Online Banking.
- 13. Notification of Card Use Restrictions.** The Card must not be used for any unlawful purpose, including purchasing goods or services prohibited by applicable laws or regulations.
- 14. Our Right to Refuse Transactions.** We may refuse to authorize transactions that we believe may be illegal, unlawful, or fraudulent.
- 15. Canceling Your Card.** No such termination of this Agreement by you shall be effective as to your obligation concerning the use of the Card prior to the date the Bank receives such termination request. You cannot transfer your Card or Account to another person. The Affiliate will be authorized to use the Company's Card until the owner(s) of the Company specifically revokes such authority by notifying the Bank in writing or as required by applicable laws.
- 16. Change in Terms.** We may change the terms and charges and may amend, modify, add to, or delete from this Agreement from time to time. You will receive written or electronic notice at least twenty-one (21) days prior to the change(s) effective date or as otherwise provided by law. However, prior notice need not be given where an immediate change in terms is necessary to maintain the security of your Account.
- 17. Suspension of EFT Access or Service.** If you are in breach of this Agreement or any other loan or service agreement with the Bank or we suspect fraudulent activity on your Account, the Bank may, without prior notice, restrict access to your Account or suspend the use of your Card. Such restrictions may continue until you resolve any breach or fraud condition. For security purposes, we will suspend your Card if it is inactive for six (6) months. We may also suspend your Card if we suspect fraudulent activity or for another reason where we believe there is a risk to you or us.

B. TRANSACTION AND TERMINAL LIMITATIONS

- 1. Transaction Limits.** To protect your Account(s), we set daily limits for ATM and point-of-sale (POS) transactions. Merchant approval is based on your daily limits, even if your available balance exceeds the daily limit for either type of transaction. Your limits are provided to you with your Card. We have the right to change your limits at any time. You will be contacted if we decide to change your limits. We may temporarily decrease your limits without notice in the event of suspected fraud or for another reason where we believe there is a risk to you or us. Should you need an increase of your daily limit(s), please contact Resource Bank Customer Service at (985) 801-0150 during regular business hours.
- 2. ATM Terminal Limitations.** Each Resource Bank-owned ATM allows you to withdraw up to a maximum of \$600.00 per transaction. You may choose to use your Card for the following functions at any terminal authorized to accept the Card. However, some of these functions may not be available at all terminals.
 - a. Withdraw cash from your Account, subject to our Funds Availability Policy.
 - b. Transfer funds between Bank accounts.
 - c. Deposit checks into your Account at select Resource Bank ATMs.
 - d. Inquire about balance information on your Account(s).

C. FEES. There is no fee to use your Card at a Resource Bank-owned ATM or an ATM within a Surcharge-free network in which we participate. Please visit www.resource.bank/locations for a complete listing of Surcharge-Free Network ATMs. When you use an ATM not owned by us, you may be charged a fee by the ATM, Resource Bank, or any network used to complete a transaction. You authorize us to pay and withdraw those fees from the designated Account. Fees for all Card and EFT services are disclosed in our Additional Services and Fee Schedule.

D. SAFETY AT ATM. Follow these safety tips every time you use an ATM:

- Scan the area. Be watchful, especially at night. If you notice a suspicious person or if you feel it is not safe, leave the area immediately.
- Report any suspicious activity to Resource Bank and/or local law enforcement.
- If you use an ATM after dark, try to have someone with you. Always make sure the ATM and parking lot are well-lighted.
- Be prepared when approaching an ATM. Have your Card and check deposits (if applicable) ready to speed up the transaction.
- Stand directly in front of the ATM to keep others from seeing your PIN.
- If you are making a withdrawal, don't count your cash until you're safely inside your locked car or in a secure area.

E. RECEIPTS. You will receive, or have the option to receive, a receipt at ATMs and from merchants for each transaction.

F. STATEMENTS. You will receive a monthly statement(s) if an electronic funds transfer is performed within your statement cycle. If you do not, you will receive a statement at least quarterly unless your Account is in dormant status.

G. VISA ZERO LIABILITY. We will extend to you the benefits provided by the applicable Visa Zero Liability Policy in effect at the time of any unauthorized or fraudulent use of your Card. The Zero Liability Policy covers unauthorized and fraudulent Card transactions that are processed over the Visa network. The Zero Liability Policy does NOT apply to PIN transactions that are not processed over the Visa network (or to ATM transactions, if applicable). We may not extend the benefits of the Zero Liability Policy to you if we reasonably determine that the unauthorized or fraudulent transaction was caused by negligence or fraudulent conduct on your part. Negligence may include but is not limited to, an unreasonable delay on your part, in our judgment, in the reporting of the transaction, or your failure to fulfill your obligations under this Agreement. In the event the Zero Liability Policy is not applicable, the Lost or Stolen Card Notification provision will apply (see Section I).

H. ERRORS, DISPUTES, OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS. If you think there is an error on your statement or receipt, you may call us at (985) 801-0150 during business hours or write to Resource Bank, ATTN: Customer Service, 1598 Ochsner Blvd., Suite 101, Covington, LA 70433. We must hear from you NO LATER than sixty (60) days after we sent you the first statement on which the error appeared. You must include:

- Your full name and Account number
- A description of the error or transaction you are unsure about, along with an explanation as to why you believe it is an error or why you need more information
- The dollar amount of the suspected error

A customer with debit card/ATM fraud or a merchant dispute must provide Resource Bank with the required information, including, but not limited to, a signed statement of dispute, signed statement to support the claim, receipt of purchase (if required), ATM receipt, and proof of any correspondence with the merchant (if required) within ten (10) business days from the date Resource Bank was notified.

We will determine whether an error occurred within ten (10) business days after receiving your notification. We will correct any errors promptly. However, it may take up to forty-five (45) days to investigate your complaint or question.

I. LOST OR STOLEN CARD NOTIFICATION. You must contact us IMMEDIATELY if you believe your Card, Card Number, or PIN has been lost or stolen. An immediate phone call is the best way to reduce any possible losses. Should this happen, please contact Resource Bank Customer Service at (985) 801-0150 during regular business hours. Should this occur after business hours, please contact (800) 500-1044.

If you notify us within two (2) business days, you can lose no more than \$50.00 if someone uses your Card or PIN without your permission. If you do not contact and tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, you could lose as much as \$500.00. Tell us immediately if your statement shows electronic funds transfers that you did not make. If you do not tell us within sixty (60) days after the statement was sent to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented the transactions had told us in time.

J. GOVERNING LAW. The laws of the United States and the laws of Louisiana govern this Card Agreement regardless User's place of residence. This Card is issued under the laws of the United States and the laws of Louisiana.

K. CUSTOMER AUTHORIZATION. By activating the Card, you agree to all of the terms and conditions of this Agreement.