# Cardholder Agreement

Jefferson Bank Visa Business Debit Card





#### **Business Debit Card Agreement**

The following is the Agreement between the Business Owner (herein called "Owner") and Jefferson Bank governing the issuance and use of the Jefferson Visa Business Debit Card to be issued in connection with the Business Checking Account. This Agreement is entered into pursuant to and in accordance with the Business Debit Card Application (the "Application") submitted to Jefferson Bank by Owner, which Application is incorporated into and made a part of this Agreement; and this Agreement is made in consideration of the issuance by Jefferson Bank of Business Debit Card(s) in accordance with the Application and this Agreement.

#### **Definitions**

Words and phrases used in this Agreement shall be construed so that the singular includes the plural and the plural includes the singular. The words "Bank", "we", "our" and "us" refer to Jefferson Bank. The words "you" and "your" refer to the Owner of the specific Business Checking Account (herein called the "Account") in connection with which the Card is issued and for which Card transactions are permitted. The word "Card" refers to each Jefferson Bank Visa Business Debit Card issued at your request, and the word "Cardholder" refers to you and any other person authorized by you or on your behalf to use the Card.

#### Introduction

You and each Cardholder agree with us to the terms and conditions set forth in this agreement (herein called the "Agreement") governing the issuance and use of the Card. The agreements that apply to your Account apply to all Visa Debit Card transactions, including ATM, point-of-sale, and financial institution transactions, made on that Account. The Card is our property, and we may revoke the Card at any time without cause or notice. You must surrender a revoked Card and you may not use an expired or revoked Card. You will notify us if the Card is lost or stolen. In cases of security breaches, the Bank, without incurring any liability, has the right to cancel your Card without prior notification to you. In most cases a replacement card will automatically be reissued; however, some circumstances may require you to be without use of Card for an extended period of time. We shall not be liable if any financial institution, merchant, or other person does not accept or honor the Card (or the number stated on it).

## **Business Card Purposes**

You and each Cardholder agree that the Card is for use by business owners and employees only. The Card may be used for business-purpose point-of-sale, Automated Teller Machine ('ATM'), and financial institution transactions only. The Card may not be used for personal purposes. You acknowledge and understand that the Card will not be treated as a consumer Card under the provisions of state and federal law. You agree to instruct all Cardholders, and anyone else allowed to use a Card, that the Card shall not be used for consumer purposes.

#### **Account Requirement/ Transferability**

The services described in this Agreement are available to you only as long as you maintain the Business Checking Account in connection with which the Card is issued. You acknowledge and agree that ownership of the Account and liability for use of the Card are both vested in you. You may not assign your rights under this Agreement to anyone else.

#### **How To Use Your Card**

The Card allows Cardholders to directly access the Account specified in your Card Application. We will issue Cards at your request to the Cardholders you designate. (No more than four [4] Cards will be issued for any one business Account.) You guarantee that all Cardholders and anyone else allowed to use a Card will comply with all the terms and conditions of this Agreement. Each Card will identify your business name as well as the Cardholder. Each Cardholder must sign his/her Card before it may be used. 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. You understand that the use of the Business Card is not subject to the Federal Reserve Board's "Regulation E" governing electronic funds transfers for consumer transactions, and you assume full responsibility as set forth in the section titled LIABILITY FOR UNAUTHORIZED TRANSACTIONS.

# **Rights And Obligations**

This Agreement establishes rights and obligations regarding the use of the Card and PIN, and regarding your designated Account at Bank. The term "Card", as used herein, includes all renewal Card(s) issued in connection with the Account. You make this Agreement on your behalf and on behalf of all other persons authorized or allowed to make withdrawals from the Account. You warrant that you are entitled or authorized to withdraw from the Account any and all amounts therein, and you agree that neither you nor any Cardholder will divulge your or their PIN to any person nor allow any person to use the Card unless that person is likewise so entitled or authorized. You warrant your authority to bind yourself and all Cardholders to the terms and conditions of this Agreement, and you will be liable for the performance of the obligations specified herein. Your or any Cardholder's retention and use of the Card, or permitting another to use the Card, or signing the Card or any sales draft in connection with the use thereof, shall be the equivalent of your signing this Agreement and the subsequent amendments hereto, and shall constitute your agreement to the terms of this Agreement and any amendments hereto. This Agreement incorporates by reference your current address as shown on the records of Bank. The Card shall remain Bank property at all times, and you shall immediately deliver it to Bank on demand.

#### Activation

You may activate your Business Card by calling us during banking hours at (210) 736-7600. Ask for the Card Services Department. You may activate your Business Card any time by calling our Jeff-Line, a 24-hour automated service, at (833) JEFF LINE or (833) 533-3546 or within Online Banking at JeffersonBank.com.

#### Personal Identification Number (Pin)

You will now personalize your PIN number by utilizing the new PIN Now Management service. Simply contact the phone number listed below and follow the automated instructions:

#### **24-HOUR AVAILABILITY**

Domestic: (888) 891-2435 International: (206) 467-1552

If a PIN has not been established, you may still utilize the Card for purchases with any merchant who accepts Visa cards as a form of payment by selecting the "Credit" option. For any additional questions or assistance, please contact us at (210) 736-7600 during normal banking hours.

# Services Offered, Types Of Available Transfers And Limits On Transfers

So long as you have sufficient funds in your Account, your Card(s) may be used for the purchases/services mentioned, but not to exceed the daily transaction limits. Should you require a higher maximum daily limit for a special circumstance, please contact us. From time to time there may be exceptions to the daily transaction limits due to security procedures or local interchange restrictions. The services and types of transfers available are as follows:

#### · ATM TRANSACTIONS

A Card and PIN may be used at ATMs that are a part of the Pulse networks in which we participate to withdraw cash from your Account(s), to make balance inquiries, and to make deposits to your Account (at our deposit-taking ATMs only).

#### · PULSE PAY/PLUS TRANSACTIONS

A Card and PIN may be used to purchase goods and services and to obtain cash advances over the purchase amount (if the merchant makes such advances) at merchant locations bearing the PULSE PAY or PLUS logos. (Select "debit" at the merchant terminal for point-of-sale transactions.)

#### · VISA DEBIT CARD TRANSACTIONS

A Card may be used to purchase goods and services (in person or by phone) from any merchant who accepts Visa cards, and may also be used to obtain cash advances from your Account at participating financial institutions that honor Visa cards, by presenting the Card to the merchant or financial institution, by authorizing an appropriate sales draft, and following any other customer procedures established by such merchant or financial institution.

#### · NON-VISA DEBIT TRANSACTIONS (PINLESS PAY)

Your Visa Debit Card also allows you to conduct Transactions on the PULSE® debit network, which will generally require you to enter your PIN. Some merchants are authorized to accept non-Visa debit transactions without requiring you to enter your PIN. Because these transactions are not processed through the Visa system, provisions of your cardholder agreement that specifically relate to Visa transactions do not apply. The Visa specific provisions only apply to transactions processed through the Visa system.

(The Terms "presenting the Card" or "use of the Card," as used in this Agreement, include presenting or using the number stated on the card; and the terms "sales draft' or 'drafts' as used in this Agreement, mean any sales draft, withdrawal slip or other document or electronic transmission generated in connection with use or presentation of the Card to obtain goods, services, cash, or any other thing of value.)

#### **Transaction Limits**

Daily transactional limits apply to transactions initiated by use of the Card. The daily limits are for each Card issued to access your Account(s). The amounts of your daily transactional limits are determined at our sole discretion; and we reserve the right to change your daily limits at any time and from time to time. We will notify you if we do so. Under certain circumstances, such as when our computers are not operational, transactions may be further limited. The daily transactional limits assigned to your card may be reviewed from the carrier that the card was affixed to.

A merchant or financial institution honoring a Card may be required to obtain authorization for a transaction.

Our authorization and/or completion of a Visa Debit Card transaction will be conditioned upon the amount of available

funds in your Account, less the amount of any previously authorized transactions to cover that transaction. The daily transactional limits for Visa Debit Card transactions (when no PIN is used) set forth above will be reduced by the amount of any previously authorized transactions which have not yet posted to your Account.

(Note: While we normally authorize and/or complete transactions against the amount of available funds in your Account, we specifically reserve the right, at our option, to refuse to authorize and/or complete transactions against deposits that have not been finally posted and settled to your Account.)

#### **Authorization For Payment**

You request and authorize Bank to pay, from your Account and to any bank, merchant or other person who presents any sales draft for payment, the amount specified in such draft, and to debit your Account for that amount. You further request and authorize Bank to pay from and debit your Account for all other amounts if the payment of those amounts is initiated through use of the Card. Each payment from your Account originated by use of the Card may be charged by Bank to your Account with the same legal effect as any authorized check drawn on the Account, except as otherwise provided herein. Use of the Card to originate a withdrawal or authorize a payment shall constitute a simultaneous withdrawal from your Account, even though such withdrawal may not be settled to your Account until a later date. Any payment by us in accordance with this Agreement shall reduce by the amount of the payment, our debt to you in connection with your Account. You also request and authorize Bank to credit your Account for the amount of any credit voucher originated in connection with use of the Card.

#### **Transaction Documentation**

You may get a receipt at the time you make any transfer from your Account using your Card at any participating ATM, point-of-sale terminal or financial institution. Although the receipt may show another type of transaction, each transfer from your Account using the Card constitutes a withdrawal from your Account.

#### **Periodic Statements**

The monthly statement you receive for your Account will detail all electronic funds transfers made by use of a Card during the period covered by that statement.

# Foreign Transactions – Currency Conversion Rate

When you use your Visa Debit Card at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either:

- 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;
- In each instance, plus or minus any adjustments determined by the issuer.

The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

# Foreign Transactions – International Service Fee

An international transaction is a transaction where the Card issuer country is different than the country where the transaction is completed. This means an international transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is an international transaction even though made while you are physically in the United States. Visa USA charges us a 1% International Service Assessment on all international transactions and the Bank passes this international transaction fee on to the customer.

- You agree to pay 1.0% of the transaction amount on singlecurrency international transactions. The rate of 1.0% will be assessed on original cash disbursement transactions and their corresponding reversal transactions. The transaction may originate from any Visa region.
- You agree to pay 1.0% of the transaction amount on multicurrency international transactions and their corresponding reversal transactions. The transaction may originate from any Visa region.
- The fee will be assessed on all international transactions regardless of whether or not currency conversion is involved.
- The fee will post to your account as a separate transaction the same time as the sale amount. For ATM transactions, the fee may be delayed up to a month after performing the withdrawal.

Please contact the Card Services Department at (210) 736-7600 if you have any questions.

# Foreign Transactions - Card Usage

For customers traveling out of the country we require the following:

- You agree to notify the Card Services Department of the time frame you will be traveling out of the country and the destination. By doing so, the Bank will have knowledge that international transactions should be expected on your account and the Bank will grant such transactions to take place during said time frame.
- Be prepared with additional forms of payment in the event that foreign ATM networks are not accessible with your Card.

Please contact the Card Services Department at (210) 736-7600 if you have any questions.

#### **Order Of Payment**

Our policy is to post and pay Card transactions in the order they are received. We reserve the right to pay Card transactions before checks and other items.

#### **Account Service Charges**

For information regarding our service charges and fees applicable to your Account and use of the Card, see our current Schedule of Fees. By use of the Card and allowing it to be used, you agree to pay those fees and charges in effect from time to time and authorize us to charge them to your Account. We reserve the right to change the amount of our fees and charges. Such charges and fees shall never exceed the maximum amount allowed by applicable law.

#### **ATM Fees Charged By Others**

If you use an ATM that is not operated by us, you may also be charged a fee by the ATM operator and/or by any automated transfer network used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. You agree to pay such fees.

#### MOBILE WALLET

A. USING A MOBILE WALLET. A mobile wallet permits you to embed your Card within a supported Mobile Device, and use your credentials to complete transactions using your account through a mobile application ("Mobile Wallet"). Mobile Wallet is a service that requires merchants to support specific point-of-sale hardware and software, and you may not be able to use Mobile Wallet at all locations where your Card is normally accepted. The Bank makes no warranty or representation that you will be able to use your Card through Mobile Wallet at all merchants. Mobile Wallets differ in their technology, functions and security procedures, so you must follow the instructions of the Mobile Wallet provider when you enroll in Mobile Wallet. Some Mobile Wallet providers may require you to download and install a mobile application ("App") required to run the Mobile Wallet. To authorize a transaction you will need to use a biometric security feature (such as a fingerprint or facial recognition), special PIN and/or similar security feature depending on the type of Mobile Wallet. Purchases made using Mobile Wallet are, except as provided below, subject to the same terms and restrictions as purchases made using your Card.

B. DEVICE ELIGIBILITY. You are required to have an eligible Mobile Device in order to use this service. The Mobile Wallet provider, at its sole discretion, determines which Mobile Devices are eligible to be used with its Mobile Wallet service. Mobile Devices which have been unlocked in an unauthorized fashion or otherwise modified may not be eligible to use Mobile Wallet. You acknowledge that use of an ineligible Mobile Device with the Mobile Wallet service is expressly prohibited, constitutes a breach of these rules, and is grounds for the Bank to temporarily suspend, permanently terminate, or otherwise deny further access to your Card in the Mobile Wallet service. We are not liable to you for any third party for the effects of such termination or suspension.

**C. ACCOUNT ELIGIBILITY.** In order for the Bank to authorize your use of your Card within a Mobile Wallet service, your Card and the underlying Account must be in good standing and you must not be restricted from using Mobile Wallet based upon any limitations imposed by the Mobile Wallet provider, your wireless service provider, and/or any third party associated with Mobile Wallet.

**D. THE BANK'S RESPONSIBILITY.** The Bank's sole responsibility with respect to the Mobile Wallet Service is to provide information to the Mobile Wallet provider in order to allow you to enroll your eligible Card into the Mobile Wallet Service. As the Bank does not control the Mobile Wallet Service in any way, we are not liable for any failure of the service resulting in your inability to use Mobile Wallet. We also are not responsible for any third party performance surrounding or related to the Mobile Wallet Service and any agreement you enter into with those third parties.

**E. RELATIONSHIP TO THE MOBILE WALLET PROVIDER.** The Mobile Wallet Service is a service offered exclusively by the Mobile Wallet provider using eligible Mobile Devices. The Bank, its parent, and its affiliates do not own, operate, or control Mobile Wallet and are not responsible for any service provided to you by the Mobile Wallet provider or by any third party engaged by

the Mobile Wallet provider. The Bank likewise is not responsible for any information or other services provided to you by the Mobile Wallet provider or any other third parties associated with the Mobile Wallet service.

**F. FEES FOR MOBILE WALLET.** While the Bank does not currently assess fees for the Mobile Wallet Service, we reserve the right to charge fees in the future. In the event we elect to begin charging fees, those fees associated with Mobile Wallet will be outlined in our published fee schedule. Fees for the use of the Mobile Wallet Service are separate and apart from any charges that may be assessed by your wireless communication provider for the use of wireless data. You are responsible for any fees or other charges that your Mobile Wallet provider and wireless carrier may charge for any related data or message services messaging.

#### Visa Account Updater (VAU)

Visa Account Updater (VAU) is a free, secure service offered to help avoid disruption in customer relationships and recurring payments due to Card information changes. When you save your Card information with a merchant for recurring bill payments and online purchases, we can help update it automatically if your payment information changes. Skip the hassle of re-entering or resubmitting your payment info, avoid declined payments and service interruptions with the security offered by Jefferson Bank and Visa. If you prefer not to utilize the VAU service and want to update your Card information for recurring payments directly, you can simply Opt-Out of the service by contacting us at (210) 736-7600 or by secure email through your Online/Mobile Banking access.

**NOTE:** Not all merchants participate in automatic updates. Updates are not guaranteed before the next billing cycle.

#### **Stop Payment**

As between you and us, you shall have no right to stop payment on a sales draft after that draft has been properly signed or authorized and delivered to the merchant, financial institution, or other person. Any payment by us in accordance with this Agreement shall reduce by amount of that payment, our debt to you in connection with your Account.

#### **Overdrafts**

Bank offers several overdraft protection options including automatic transfers from another Bank checking or savings account, a line of credit, and Jefferson Bank Overdraft Privilege. The Card cannot be used to automatically access any overdraft protection you may have for your Account, unless you participate in one of our overdraft services. We may, at our option but without being required to do so, elect to pay a sales draft or ATM transaction which overdraws your Account. If you participate in any of our overdraft services, you agree that if we do overdraw your account you will immediately, on demand, pay us the amount of such overdraft, and our overdraft fee, as disclosed in Bank's fee schedule, applicable to such overdraft. You authorize us, at our option but without being required to do so, to charge the amount of any such overdraft and fee to any other participated account or overdraft line of credit maintained by you with us.

#### **Lawful Purposes**

You agree to not use or allow the Card to be used, in person or through electronic devices (including, without limitation, the Internet), to purchase any unlawful goods or services or for any unlawful activity (including, without limitation, participation in any gambling activities). We may decline to make any

withdrawal actually known to us to be for an unlawful purpose. Display of a payment logo by an online merchant does not necessarily mean that a particular transaction is lawful in all jurisdictions in which a Cardholder may be located. You and anyone you allow to use a Card are responsible for determining whether any goods, services or activities for which the Card is used are lawful. If you or anyone you allow to use the Card use it for any unlawful purpose, you agree not to make any claim against us with respect thereto. Further, you agree to indemnify and hold us harmless from any and all legal action or liability which may be asserted, directly or indirectly, against us arising out of or resulting from the illegal use of your Card.

#### **Termination**

We may, without liability to you or any Cardholder, and without affecting your liability to us for previous Card transactions, decline to make further charges against your Account and revoke the Card(s), which remain the property of the Bank and which you and each Cardholder agree to surrender upon demand and not transfer to any third party.

# **Attorneys' Fees And Expenses**

If we hire an attorney to enforce any right or remedy hereunder or to assist in collecting any amount due hereunder, you agree to pay our reasonable attorneys' fees and other costs and expenses incurred in connection therewith.

#### **Amendments**

We may amend this Agreement at any time and from time to time. When a change in terms notice is required, we will mail a copy of such amendment to you, at your last known address as shown on our records, at least 21 days prior to the date on which such amendment becomes effective. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain or restore the security of the Card, an Account, or an electronic funds transfer system, or when notice is not required by applicable law.

# **Construction Of Agreement**

This Agreement is to be construed and enforced in accordance with the laws of the State of Texas and any applicable Federal laws. Should any portion of this Agreement be determined to be unlawful or unenforceable for any reason, the remainder hereof shall not be affected thereby.

#### Notices

Any notices mailed to you pursuant to this Agreement will be mailed to the address we have for you in our records. You will keep us notified of your current mailing address.

# Indemnity

You are responsible to settle directly with the merchant or other business establishment any claim or defense with respect to goods or services purchased with the Card.

We are not responsible for, and you agree to indemnify and hold us harmless from and with respect to, any and all damages or liability resulting from any misrepresentation by a merchant or other business establishment of quality, price or with respect to any discount offered as part of the Card program. We do not warrant any discounts related to the Card. To the fullest extent allowed by applicable law, you agree to indemnify and hold us harmless from and with respect to any and all claims, damages, or liability resulting from:

- Any misrepresentation with respect to or any breach or nonfulfillment by you, any Cardholder or anyone you or any Cardholder permit to use the Card of any of the terms, conditions, and provisions of this Agreement;
- The misuse of the Card and/or PIN by you, any Cardholder, or anyone you or any Cardholder permit to use the Card;
- The failure to properly use the Card and/or PIN in accordance herewith; or
- Any other act or omission with respect to use of the Card and/or PIN by you, any Cardholder, or anyone you or any Cardholder permit to use the Card resulting in claims against or damages or liability to us; together with all judgments, costs, and legal and other reasonable expenses resulting from or incidental to any of the above.

# Limitations On Our Liability For Failure To Make Transfers

We will not be liable for failure to make a transfer if:

- · You do not have enough money in your Account.
- The ATM where you are making the transfer does not have enough cash. The terminal or system is not working properly. Circumstances beyond our control (such as fire, natural disaster, labor or civil unrest, mechanical or electrical failure, or computer or equipment failure) prevent the transfer.
- The money in your Account is subject to any uncollected funds hold, legal process, or any other encumbrance restricting transfers.
- · A merchant refuses to accept your Card.
- · An ATM rejects your Card.

There may be other limitations stated in our agreements with you or provided by law.

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES RESULTING FROM ANY FAILURE TO MAKE A TRANSFER.

#### **Fraud Detection/Notification Center**

We use a hybrid intelligence system, neural network technology, and cardholder profiling to identify fraud patterns and help prevent future fraud before it occurs with your Card. The system used identifies suspicious activities based on violations of established rules and transactions, Card, and terminal abnormalities. You may be contacted by a Bank representative to verify transaction activity should your Card be rated with an alert. Know that in some circumstances a third-party may call representing the Bank but will never ask information from you pertaining to personal or account information. We will never ask you for a card number or a PIN. Review our Vishing section for more information. Verification calls are to protect you and your account when a possibility of fraud is being identified.

If we believe your Card may have been compromised we will, without incurring liability, immediately block the Card.

#### **Liability For Unauthorized Transactions**

You must promptly notify the Bank within 60 calendar days of the mailing date of the first statement showing any unauthorized transactions by business debit card on your account. The Bank may require you to confirm the complaint in writing. If you properly notify the Bank, then you shall have zero liability for such unauthorized transactions.

#### **Exceptions To "Zero Liability"**

This protection shall not apply to any ATM transactions or to transactions using your Personal Identification Number that are not processed by Visa. Also, in the event an investigation by the Bank finds substantial evidence that a cardholder was negligent or fraudulent in the handling of the card or account, then liability may be reimposed.

#### **Definition Of Unauthorized Transaction:**

An electronic fund transfer from your account initiated by a person other than you without actual authority to initiate the transfer and from which you receive no benefit. "Unauthorized transaction" does not include a 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. Also, the term does not include an electronic fund transfer initiated by a cardholder that exceeds the authority given by you.

#### **Consequential Damages**

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES RESULTING FROM THE UNAUTHORIZED USE OF THE CARD.

#### **Security Procedures**

In an effort to protect you from losses you may incur from lost Cards or unauthorized use of Cards and/or PINs, you agree with us that the following security procedures shall apply to use of Cards or Cards and PINs:

At your request we will issue Cards to those Cardholders designated by you. (No more than 4 Cards will be issued for any one business Account.) Each Card will identify your business as well as the Cardholder. You will require that each Cardholder sign his/her Card before it is used. 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 right to use a Card and promptly return the Card to us.

You will require and ensure that each Cardholder and any other person whom you or a Cardholder may allow to use a Card or PIN will afford the PIN the highest level of security and not disclose it to anyone who is not authorized to use the Card and PIN.

You will require and ensure that each Cardholder and any other person whom you or a Cardholder may allow to use a Card will exercise the highest level of care to protect against loss or theft of a Card.

Both a Card and PIN must be used together at ATM locations that are part of the networks in which we participate to obtain cash withdrawals from your Account, to make balance inquiries and to make deposits to your Account (at our deposit-taking ATMs only). The Card and PIN must also be used together when the Card is used as a debit card at PULSE PAY or PLUS point-of sale terminals.

The Card may be used without a PIN to purchase goods and services at Visa merchant locations, get cash from a participating financial institution, and to do anything else that a person can do with a credit card.

You will timely examine your receipts and periodic statements and report any errors or problems to us within a reasonable time. 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 60 days from the date when the statement containing the error or problem was first mailed or made available to you. If you do not report within 60 days, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise.

You will familiarize yourself with, and will familiarize each Cardholder and anyone else allowed to use a Card with, the Card Safety Guidelines included with this Agreement; and you will observe, and require each Cardholder and anyone else allowed to use a Card to observe, such guidelines.

You will comply, and require each Cardholder and anyone else allowed to use a Card to comply, with all of the terms and conditions of this Agreement.

Whenever you, any Cardholder, or anyone else allowed to use a Card, believe that a Card and/or PIN has been lost, stolen or used without permission, you or such Cardholder or other person allowed to use the Card will notify us immediately, and promptly confirm such notice in writing.

You agree that we shall incur no liability by reason of any failure by you, any Cardholder or anyone else allowed to use the Card, to comply with any of these security procedures.

You agree with us that the security procedures set forth above are commercially reasonable security procedures relative to your desire that the Card be capable of use for all the various type transactions for which it can be used as set forth herein.

#### **Error Resolution**

You agree to timely examine your receipts and periodic statements 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 60 days from the date when the statement containing the error or problem was first mailed or made available to you. If you do not report within 60 days, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise.

Telephone or write us, at the phone number or address shown in this Agreement, as soon as you can, if you think your receipt or statement is wrong, or if you need more information about a transaction listed on the statement or receipt.

- Give us the Cardholder and Company names and the account number.
- Describe the error or the transaction you are unsure about and explain why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you give us this information orally or electronically, we may require that you send us your complaint or question in writing within 10 business days.

If you provide us with timely notice of an error or problem we will investigate the matter and notify you of the results as soon as reasonably possible under the circumstances. You may ask for copies of the documents that we use in our investigation.

If you give us timely notice of an unauthorized transaction, we will attempt to recover the amount of the transaction in accordance with the charge-back procedures and rules of the network through which the transaction was processed, but we cannot guarantee that the amount of the transaction will be recovered.

#### **Lost Or Stolen Cards/Pins**

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. If you believe your Card and/or PIN is lost, stolen or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing.

Your liability for unauthorized transactions with the Card and/or PIN may continue until you have notified us in writing of such loss, theft or unauthorized use and we have had a reasonable opportunity to act on such notice, and until all Card transactions which were approved before we had a reasonable time to act on the written notice have posted to your Account.

If your Card or PIN is lost, stolen, or used without your permission, we may request you to sign an affidavit to assist in bringing criminal or civil proceedings against the person(s) responsible.

# Disclosure Of Confidential Information To Third Parties

We will disclose information to third parties about your account or transfers you make:

- · Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as credit bureau, or merchant; or
- In order to comply with government agencies, court orders, or other applicable law; or
- If you give us written permission.

#### **Real Time Card Alerts**

Receive real time alerts on Card activity through text message and email by enrolling into the Bank's Visa Card Alerts service. This free alert service is available to help reduce fraud and monitor transactions and purchases made with the Card through the Visa system. The Card Alerts text message frequency may vary, per mobile carrier. The Bank is not liable for delayed or undelivered messages. Visit JeffersonBank.com for more information.

# Real Time View Of Card Transaction Via Online Mobile Banking

Jefferson Bank Online and Mobile Banking provides access to all your accounts with Jefferson Bank. You can track how you spend money by viewing your Card transactions as they occur. Visit JeffersonBank.com and click on "Online Banking Login."

# **How To Notify Us**

If you believe your Card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, or to report errors or questions concerning receipts, periodic statements on your Account, call or write us at the following telephone number(s) or address:

#### **Jefferson Bank Card Services Department**

P.O. Box 5190

San Antonio, TX 78201-0190

Card Services Department: (210) 736-7600 After-Hours Bank Card Center: 1-888-297-3416

1-206-389-5200 (international)

**Jeff-Line:** (833) JEFF-LINE or (833) 533-3546 **Online Banking:** JeffersonBank.com

#### **Business Days**

Our business days are Monday through Friday (9:00-4:00, Monday-Thursday and 9:00-5:00, Friday), holidays not included.

#### **CARD SAFETY GUIDELINES**

#### **Electronic Banking Safety Tips**

Using your Card is the simple, hassle-free way to get cash, make deposits, check account balances, make purchases and more. To enjoy the many conveniences electronic banking offers, you should make Card security a priority. Here are some important safety tips.

# **Card Security**

Treat your Card like cash. Always keep your Card in a safe place. Keep information about your Card account in a secure place, so you can act quickly if one is lost or stolen.

#### **Do Not Share Your PIN**

ATM transactions and PIN debit purchases require the use of a secret code known as a personal identification number or PIN. Memorize your PIN, and never write it on your Card or store it with your Card. Never let someone else enter your PIN for you. Do not use your Cards for identification purposes, and never write a Card number on a check.

# Do Not Disclose Information About Your Card Over The Telephone

No one needs to know your PIN ... not even your financial institution. If you perform transactions over the telephone using your Card, never disclose your PIN. Never give your Card number to unsolicited callers. If you're uncertain, ask for information by mail.

# Do Not Expose Your Card's Magnetic Stripe Or Emv Chip To Magnetic Objects

Magnetic objects can damage your Card.

#### Report A Lost Or Stolen Card At Once

Promptly call your financial institution if your Card is lost or stolen to reduce the chance that it will be used improperly.

#### **Shop Carefully Online**

When you initiate an online (e-commerce) transaction, type the URL into your browser instead of using a link. Look for indicators that the site is secure, like "https" in the web address or the closed padlock icon. It is also wise to conduct financial transactions on wired internet connections. Public wireless networks (Wi-Fi) can be more vulnerable to attack.

#### **Review Your Account Statements**

Review all account statements from your financial institution promptly, and report any errors. Before disposing of card receipts or statements, destroy areas where account numbers are visible.

#### **Be Aware Of Vishing**

Vishing is the criminal practice of using social engineering over the telephone to gain access to private personal and financial information for the purpose of financial reward. Vishing is typically used with caller ID spoofing to steal Card numbers or other information for identity theft purposes. Be highly suspicious when receiving messages directing you to call and provide your Card number or any bank information. Never provide such information from anyone representing Jefferson Bank as we would never contact you for information we already have on file.

# **Be Suspicious Of Unexpected Emails**

Phishing is a rapidly growing form of identity theft. Phishing occurs when thieves send random email messages, disguised as being sent from a legitimate, trusted company. These emails usually include the company logo and graphics. These bogus messages request social security numbers, bank account numbers, credit card numbers, and other personal information in an effort to steal your identity. Phishing emails may also contain bogus links that will redirect you to a spoofed website that will download malicious software to your computer.

#### **Do Not Fall For Smishing Scams**

Smishing is a form of criminal activity using social engineering techniques similar to phishing. Smishing uses cell phone text messages to deliver false alerts to get you to divulge your personal information. Smishing usually contains messages that "require your immediate attention"; such as, "Notice – this is an automated message from (your financial institution), your card has been suspended. To reactivate your card call (bogus number)". Never provide your card, personal, or account information from anyone representing Jefferson Bank as we would never contact you for information we already have on file.

#### **Be Cautious Of Pretexting**

Pretexting is a form of social engineering where the criminal will use the art of manipulation, trickery, or deception for the purpose of information gathering, fraud, or computer system access. Pretexting uses an invented scenario to target a victim by impersonating a co-worker, police, bank, survey firm, or even a government agency. The pretexter will ask questions and have prepared answers to questions that might be asked by the victim then use the information they obtained to call institutions pretending to be the victim. Never give out personal information on the phone, by mail or over the Internet unless you've initiated the contact or know who you are dealing with.

# Always Observe The ATM Surroundings Before Conducting A Transaction

If anyone or anything appears to be suspicious, leave the area at once. If you drive to an ATM, park as close as possible to the terminal. Observe the entire area from the safety of your car before getting out.

# If An ATM Is Obstructed From View Or Poorly Lit, Go To Another ATM

If possible, report the problem to the financial institution that operates the ATM.

It is a good idea to take another person with you when using an ATM, especially at night.

# Minimize The Time Spent At The ATM When Conducting A Transaction

Have your card out and ready to use. Do not allow a stranger to assist you in making a transaction, even if you have trouble or your card gets stuck. When your transaction is complete, put your card, money and receipt away and immediately leave the area. Never count your money while at the ATM.

#### **Block The View Of Others When Using The ATM**

Prevent "shoulder surfing" by standing between the ATM and anyone waiting to use the terminal. Shield the keypad from unauthorized cameras and other patrons when entering your PIN and transaction amount.

# If You See Anyone Or Anything Suspicious, Cancel Your Transaction And Leave The Area At Once

If anyone follows you, go immediately to a crowded, well-lit area and call the police.

# Look For Possible Fraudulent Devices Attached To ATMs And Pay-At-The-Pump Terminals

Card Skimming is a method used by criminals to capture data from the magnetic stripe on the back of cards. The criminal installs a fraudulent card reader on the outside of ATMs and Pay-at-the-Pump terminals, so your card will go through the suspects' reader first. The devices used are smaller than a deck of cards and are often fastened in close proximity to or over the top of the factory-installed card reader. If the ATM or Pay-at-the-Pump terminal appears to have any attachments or alterations to the card slot or keypad, do not use the machine. Most importantly; don't touch a skimmer, pick it up, or pull it off a terminal if found. If possible, report the potential problem to the financial institution that operates the ATM or the clerk inside the fuel station.

#### **Drive-Up ATM Security**

- Keep your doors locked, windows up and engine running when in line at a drive-up ATM.
- Always leave enough room between vehicles to allow for a quick exit should it become necessary.
- Before rolling down the window to use an ATM, observe the entire area.
- · Minimize the time spent at the ATM.

- · Remember to pick up your ATM receipts before leaving the ATM.
- If anyone or anything appears suspicious, cancel your transaction and drive away at once.
- If anyone follows you after making an ATM transaction, drive immediately to a crowded, well-lit area and call the police.

#### Point-Of-Sale (POS) Security

- Never allow the cashier or any other person to enter your PIN for you, even if they are assisting you with the transaction.
- · Block the view of others when using a POS terminal.
- Be certain the transaction is complete and review your receipt before leaving.
- · Always obtain merchant receipts and destroy carbons.
- If you receive cash back from a transaction, put it away before leaving.
- When using an outdoor POS terminal such as at a gas station, always observe your surroundings before making a transaction.
- When using an outdoor POS terminal, if anyone or anything appears to be suspicious, leave the area at once.
- It is a good idea to take another person with you when using an outdoor POS terminal at night.
- If anyone follows you after making a POS transaction, drive immediately to a crowded, well-lit area and call the police.



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