







## **Business Check Card Agreement Terms & Conditions**

This Business Check Card Agreement (" Agreement") contains contract terms and other important information relating to your Business Check Card ("Card"). These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your deposit account agreement as well as the terms of any disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

This is our agreement with you, which governs your request for, receipt of or use of a Card. The Card may be used for business purpose only. The Card may not be used for family, household or personal purposes. This agreement does not apply to your personal debit card.

### **Applicable Law:**

Except as otherwise stated, herein, the laws of the State of Washington and the Uniform Commercial Code (UCC) will govern this agreement.

### **Withdrawal Limitations**

**ATM:** The maximum dollar limit per Business Check Card is \$300 per day, or as assigned per card. Additional charges may be imposed by owners of any non-Heritage Bank ATMs.

**Point of Sale:** The maximum dollar limit per Business Check Card is \$2000 per day, or as assigned per card.

### **Limitation of Liability**

We will be liable only for our own gross negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connection with 1) any inaccuracy, act or failure to act on the part of any person not within our reasonable control or 2) any error, failure or delay in execution of any transfer resulting from circumstances beyond our reasonable control, including, but not limited to any inoperability of communications facilities or other technological failure. Provided we have complied with our obligations under this agreement, you agree to indemnify, defend and hold us harmless against any claim of a third party arising from or in connection with this Agreement or the service we provide.

In no event will we be liable for any consequential, incidental, special or indirect losses, damages, including dishonor of checks or other items, or expenses (including legal fees) , which you may incur or suffer by reason of this Agreement or the services we provide, whether or not the possibility or likelihood of such loss is known to us.

We will issue you the number of Business Check Cards with PIN's that you request, up to a maximum of six cards. We shall have no liability for transactions performed using your Business Check Card regardless of whether you deem such transaction to be authorized or unauthorized. You shall have the sole and exclusive responsibility for providing cards and PINs to those individuals whom you authorized to use the card(s).

Any security procedures applicable to the Business Check Card and disclosed to you are strictly confidential and should be disclosed to only Authorized Users or our employees or agents on a need to know basis. You shall instruct those individuals that they should not disclose the security procedures to anyone. You must establish and maintain procedures to insure the confidentiality of the PINs and the security procedures.

We assume no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of Business Check Cards or PINs by your employees, agents, or representatives or Authorized Users. You shall promptly notify us of any unauthorized activity (whether involving your employees or not).

We will not be liable if a merchant refuses to honor a Card. We are not responsible for any loss or injury to you or to anyone else caused by goods or services purchased or leased with a Card.

If you are entitled to a refund for goods or services purchased with the Card, you agree to accept a credit to your checking account.

You are responsible for resolving all disputes concerning the purchase of goods or services with the merchant who accepted the Card.

When you use your Card to make a purchase from a merchant, and the merchant requests authorization for the transaction, we may place a hold on your account for the amount of the transaction. Authorization requests for certain merchants may include an amount in excess of the transaction amount (e.g. for gratuities and restaurants or additional services at hotels) in which case we will place a hold on the authorized amount, though your account will only be debited for the actual amount of the transaction. This hold will be removed from your account upon either (1) when the actual transaction is debited from your account, or (2) a time period of approximately three days after the authorization.

If the Bank does not complete a transfer on time or in a correct amount, according to the Bank's agreement with you, the Bank will not be liable for your losses or damages to the extent that such losses were incurred as a result of:

1. Through no fault of the Bank, you do not have enough available funds in your account to complete the transaction.
2. The ATM where you are making the withdrawal does not have enough cash.
3. The ATM was malfunctioning and you had knowledge of the malfunction when you initiated the transaction.
4. Circumstances beyond the Bank's control (such as fire, flood or theft) prevent the transaction despite reasonable precautions that the Bank has taken

### **Card Ownership: Termination**

Cards remain our property and may be canceled, revoked or limited by us at any time without prior notice to you. In the event of cancellation or revocation, your cards must be surrendered to us upon request. For our protection, your cards also may be retained in situations where it appears to us that there is or may be a danger of loss, theft or unauthorized use.

### **Amendments**

We may amend these rules at any time and such amendment shall be effective 21 days after a mailing by us of a copy of such amendment to you at the address to which your statements are sent.

### **Other Rules**

Retention and use of the cards constitutes acceptance of these rules as amended from time to time. These rules constitute an addition to all other agreements and regulations governing accounts that are accessible by your card or indebtedness on which payments may be made by use of your card.

### **Overdraft Plus**

If your account is associated with Overdraft Plus, unless otherwise agreed in writing, the overdraft protection feature will cover Card transactions that would otherwise overdraw your account. Applicable overdraft (NSF) fees and daily overdraft fees will apply.

### **Liability for Lost or Stolen Cards; Unauthorized and Fraudulent Use of Cards**

In the event of a lost or stolen Business Check Card you will immediately report the lost or stolen Business Check Card to us. Such reports will be in writing, via fax or verbally with written follow up. We shall provide for immediate cancellation and emergency issuance of a replacement for the reported lost or stolen Business Check Card(s). You shall be responsible for every transfer until we receive written notification of the loss or theft.

You are responsible for all transfers made by your Business Check Card whether authorized or unauthorized. You agree that by allowing anyone to use your Business Check Card or any unauthorized or fraudulent use by any

authorized user, you will be responsible for any transfers made through the use of your Business Check Card until we receive written notification as set forth above.

You agree to notify the Bank promptly in writing, within two (2) days, of any user of a Business Check Card who is no longer employed by you or authorized to conduct business on your behalf. The Card will remain open until we receive your written request to revoke the authorization and Card.

You agree to assist the Bank in the investigation and prosecution of claims for unauthorized transactions by completing the appropriate statements and reports reasonably requested by the Bank.

You may be eligible for the Visa Commercial Card Liability Waiver Program. For more information, please refer to the Visa Liability Waiver Program brochure.

### **Reporting Lost or Stolen Cards**

If you believe your Card is stolen, or your PIN or Security Code is known to someone other than yourself, and/or you believe someone has transferred or may transfer money from your account without your permission, you should notify us AT ONCE by calling or writing:

Heritage Bank  
PO Box 9188  
Tacoma WA 98409  
1-800-455-6126

### **Errors, Omissions, or Questions**

If you believe there is an error or omission on your statement or receipt or if you need more information about a transaction listed on the statement or receipt, call or write us at:

Heritage Bank  
PO Box 9188  
Tacoma WA 98409  
1-800-455-6126

We must hear from you no later than sixty (60) days after we sent you the first statement on which the problem or error appeared. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

When you call or write, you must tell us:

- a) Your name and account number
- b) The error or transfer you are unsure about, and why you believe it is an error or why you need more information
- c) The date of the transaction
- d) The dollar amount of the suspected error.

If you tell us orally, we will request that you also send us your complaint or question in writing within ten (10) business days.

### **Termination**

The Bank may terminate the Agreement, in whole or in part, at any time without prior notice. If you or the Bank cancel this Agreement you must surrender your Business Check Cards or any other access device issued to you. In the event you terminate this Agreement, you must provide us with at three (3) days written notice.