

# **BUSINESS DEBIT MASTERCARD® AGREEMENT & DISCLOSURE**

Effective November 1, 2015

The following is the Agreement between the Business Owner ("Owner") of the Business Checking Account and BAC Community Bank ("Bank") governing the issuance and use of the Bank Business Debit Card(s) to be issued in connection with the referenced Business Checking Account ("Account"). This Agreement is entered into pursuant to and in accordance with the BAC Community Bank Business Debit MasterCard<sup>®</sup> ("Application") submitted to Bank by Owner or Owner's Designee, which Application is incorporated into and made a part of this Agreement; and this Agreement is made in consideration of the issuance of a Business Debit MasterCard(s) by BAC Community Bank 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 BAC Community Bank. The words "you" and "your" refer to the Owner of the specific Account for which the Card is issued and for which Card transactions are permitted. The word "Card" and the phrase "Debit Card" refers to each BAC Community Bank Business Debit MasterCard® 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. The word "Business Day" means any day Monday through Friday, provided that the weekday is not a federal holiday. When a federal holiday falls on a Sunday, the next Monday is not a Business Day.

# 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 Business Debit MasterCard® transactions, including Automated Teller Machine ("ATM"), point-of-sale ("POS"), and financial institution transactions, made on the 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. 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 POS, 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 / TRANSACTIONABILITY**

The services described in this Agreement are available to you only as long as you maintain the Account for 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 THE BUSINESS CARD, SECURITY PROCEDURES

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. Card holders can request a Personal Identification Number ("PIN") for their card for additional security. 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's name. 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.

## **RIGHTS AND OBLIGATIONS**

This Agreement establishes rights and obligations regarding the use of the Card and Personal Identification Number ("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 entitled or authorized to use the Card.

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. The Card shall remain Bank property at all times, and you shall immediately deliver it to Bank on demand.

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## **ACTIVATION**

You may activate your Business Debit MasterCard® by calling the toll free number provided with the card activation instructions.

# PERSONAL IDENTIFICATION NUMBER (PIN)

You will be prompted by our Card activation system to create a PIN. If a Cardholder wants to select a different PIN, he/she may do so by calling our Customer Service Department at 877-226-5820 during normal business hours or by calling 877-267-6914 after normal business hours.

# SERVICES OFFERED, TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSACTIONS

With sufficient funds in your Account, your Card(s) may be used for the purchases/services mentioned, but not to exceed the daily transaction limits described. 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 transactions available are as follows:

# • ATM TRANSACTIONS (WITH PIN)

A Card and PIN may be used at ATMs that are a part of the networks in which we participate to withdraw cash from your Account and to make balance inquiries. You can ONLY make deposits to your Account at a BAC Community Bank ATM. ATM ACCESS MAY BE RESTRICTED AT OWNER'S REQUEST.

# POINT OF SALE (POS) TRANSACTIONS (WITH PIN)

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 and if they use a payment processor compatible with the networks associated with your card. (Select "debit" at the merchant terminal for point-of-sale transactions). THE BANK CANNOT RESTRICT CARDHOLDERS FROM RECEIVING CASH BACK ON THESE TRANSACTIONS.

# • MASTERCARD® TRANSACTIONS (WITHOUT PIN)

Card may be used to purchase goods and services (in person or by phone) from any merchant who accepts MasterCard®, and may also be used to obtain cash advances from your Account at participating financial institutions that honor MasterCard®, by presenting the Card to the merchant or financial institution, signing or otherwise authorizing an appropriate sales draft, and following any other customer procedures established by such merchant or financial institution. THE BANK CANNOT RESTRICT CASH ADVANCE TRANSACTIONS.

(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.)

**Disclosure of Charges and Limits.** The following Transaction limits and charges may be assessed against the Company by the Bank for the privileges being conveyed hereunder. Fees may be subject to sales tax.

ATM Limit - Standard limit is \$500 per day or lower limit as designated by Owner on the application.

POS & Signature Based Debit Limit - Standard card limit is \$1,500 per day or lower limit as designated by Owner on the application.

Combined Account Daily Transaction Limit - ATM, POS and Signature Based Debit Transactions - The maximum daily limit per Account is \$4,020. THIS IS THE MAXIMUM COMBINED TRANSACTION DAILY LIMIT FOR ALL CARDS LINKED TO THE ACCOUNT. Individual card limits may be reduced if more than two cards are linked.

The amounts of your daily transactional limits are determined at our sole discretion; and we reserve the right to change your designated daily transactional 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.

Lost card replacement fee \$5.00

A merchant or financial institution honoring a Card may be required to obtain authorization for a transaction. Our authorization and/or completion of a Business Debit MasterCard® transaction (when no PIN is used) will be conditioned upon the amount of available funds in your Account, less the amount of any previously authorized transactions which have not yet posted and settled to your Account, being sufficient to cover that transaction. (Authorized Business Debit MasterCard® transactions [when no PIN is used] usually require two to four business days to post and settle to your Account). The daily transactional limits for Business Debit MasterCard® transactions (when no PIN is used) 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 as set forth above, we specifically reserve the right, at our option, to refuse to authorize and/or complete any transaction against deposits that have not been finally posted and settled to your Account.)

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## **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 actually posted 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 can get a receipt at the time you make any transaction from your Account using your Card at any participating ATM, POS terminal or financial institution. Although the receipt may show another type of transaction, each transaction 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 transactions made by use of a Card during the period covered by that statement.

# **FOREIGN TRANSACTIONS**

Purchases and cash advances made in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by MasterCard International Incorporated and may include a margin charged directly by MasterCard International and/or the bank or network through which the transaction is processed; and you agree to pay such margin. The transaction amount will be converted to U.S. dollars by the bank or network through which the transaction is processed using an exchange rate that the processor shall determine. Conversion to U.S. Dollars may occur on a date other than the date of the transaction, and therefore the conversion rate may be different from the rate in effect at the time of the transaction. You agree to pay charges and accept credits for the converted transaction amounts.

We recommend that you notify the Bank if you plan on traveling outside the country. Please contact us at 877-226-5820 or 209-473-6800 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 transaction network used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transaction. You agree to pay such fees.

# 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**

The Business Debit MasterCard® may in some instances be used to automatically access any overdraft protection you may have for your Account. We may, however, at our option but without being required to do so, elect to pay a sales draft or ATM transaction which overdraws your Account; and you agree that if we do you will immediately on demand pay to us the amount of such overdraft, and our overdraft fee, as determined by us from time to time, 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 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

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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 uses 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 at our sole discretion. When a change is made to the terms and conditions of this Agreement, we will notify you with prior notice of such changes in accordance with applicable law. When a change in terms notice is required, we will mail or e-mail such notice to you, at your last known address/e-mail address as shown on our records, at least 30 (thirty) days prior to the effective date of the change. You agree that Bank is not liable or otherwise responsible if you do not receive such notification via e-mail because you have changed your e-mail address and have not informed us of such change. By continuing to use the services under this Agreement after any changes or amendments are effective, you are agreeing to be bound by such revised Agreement. 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 transaction 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 California 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**

You agree that any notices sent to you pursuant to this Agreement will be mailed or e-mailed to the mailing address/ e-mail address we have for you in our records. You agree to keep us notified of your current mailing address and e-mail address. Any notices from Company to Bank shall be sent to the following:

BAC Community Bank Customer Service Department 517 E. Weber Ave. P.O. Box 1140 Stockton, CA 95201-1140

877-226-5820 or 209-473-6800 - Customer Service

#### 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 warranty of goods or services paid for by using the Card, 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 non-fulfillment 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 TRANSACTIONS

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

You do not have enough money in your Account.

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- The ATM where you are making the transaction 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 transaction.
- The money in your Account is subject to any uncollected funds hold, legal process, or any other encumbrance restricting transactions.
- 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 TRANSACTION.

## **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.

## **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 (sixty) 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 (sixty) 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 (ten) 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. We will not provide provisional credit for the questioned transaction(s) while we are investigating it.

If you give us timely notice of an unauthorized transaction, we will attempt to recover the amount of the transaction in accordance with the chargeback 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. In most cases we will require verification that a police report of the incident was filed.

You may have zero liability for unauthorized use of your Business Debit MasterCard® at merchant locations displaying the MasterCard symbol when it is used for Signature based transactions, PIN-based transactions at Point-of-Sale and ATM. Zero liability is provided if you exercise reasonable care in safeguarding the card from risk of loss or theft and upon becoming aware you promptly report the loss or theft to us.

## TO FILE A CLAIM THE OFFICIAL DISPUTE FORM MUST BE SIGNED BY THE CARDHOLDER AND OWNER.

#### **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.

During normal business hours 1-877-226-5820 (After hours 1-800-528-2273)

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.

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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. In most cases we will require verification that a police report of the incident was filed.

# **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. 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 point-of sale terminals.
- The Card may be used without a PIN to purchase goods and services at MasterCard<sup>®</sup> 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.
- You will familiarize yourself with, and will familiarize each Cardholder and anyone else allowed to use a Card with, Business Debit MasterCard<sup>®</sup> Safety Guidelines attached hereto as Schedule "A"; 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.
- We will have no duty to discover, and you will be responsible for, any loss or theft of a Card, unauthorized disclosure of a PIN, or other breach of security by you, each Cardholder, and anyone else allowed to use a Card.

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.

## **DISCLOSURE OF CONFIDENTIAL INFORMATION TO THIRD PARTIES**

We take our responsibility to protect the confidentiality of your financial information very seriously. It is our policy not to share information about you, your Account or the transfers made using your Card with third parties, including marketing companies, except in the situations noted below.

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of your account for a third party, such as credit bureau, or merchant;
- In order to comply with government agencies, court orders, (such as a lawful subpoena), etc.;
- If you give us written permission;
- In case of an investigation or prosecution of alleged fraudulent activity concerning your Bank Account; or
- As otherwise provided in the BAC Community Bank Privacy Policy, which was provided to you by the Bank when the Account was opened, and is also available at <a href="https://www.bankbac.com">www.bankbac.com</a>

You authorize the Bank to disclose to any merchant or other payee of the information relating to your Accounts as is reasonably necessary to perform our electronic banking services.

MasterCard is a registered trademark of MasterCard International Incorporated.



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# SCHEDULE A BUSINESS DEBIT MASTERCARD® SAFETY GUIDELINES

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

# **BUSINESS DEBIT MASTERCARD® SECURITY.**

Treat your card like cash. Always keep your card in a safe place.

- **KEEP YOUR "PIN" A SECRET.** 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 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 Business Debit MasterCard<sup>®</sup>, never disclose your PIN.
- DO NOT EXPOSE YOUR CARD'S MAGNETIC STRIPE 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.
- **REVIEW YOUR ACCOUNT STATEMENTS.** Review all account statements from your financial institution promptly, and report any errors as soon as possible.

#### ATM SECURITY

- 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.** Stand between the ATM and anyone waiting to use the terminal. Shield the keypad as necessary 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 THE ATM. If the ATM appears to have any attachments or alterations to the card slot or keypad, do not use the ATM. If possible, report the potential problem to the financial institution that operates the ATM.

# **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.
- 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.
- 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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