

# First Horizon Visa® Business Debit Card Cardholder Agreement and Disclosures

## Card and Personal Identification Number (PIN)

Enclosed is your First Horizon Visa® Business debit card(s) to use in automated teller machines (ATMs) and at merchant locations that accept the First Horizon Visa® debit card. By using or authorizing another to use the card, you promise to be bound by the terms and conditions of this agreement. All transactions made with the card are subject also to the Bank Depositor Agreement which governs your checking and savings accounts. If you have an overdraft line of credit and you create overdrafts through use of the card, the overdraft line of credit agreement also applies. In this agreement, the words “you” and “your” mean the company and cardholder(s) in whose name the card is issued, the account owner(s), and others designated to us as being authorized to use the card. The words “we,” “our” and “us” mean the Bank which holds the checking account associated with your debit card.

If authorized by your company, you will be or have been issued a Personal Identification Number (PIN) to use the card when performing transactions at ATMs or making purchases at merchant locations where First Horizon Visa® debit cards are accepted. PLEASE MEMORIZE YOUR PIN AND DO NOT WRITE IT ON YOUR CARD OR KEEP IT NEAR YOUR CARD. You will be responsible for all transactions made by you or anyone who uses the card with your consent. Your responsibility for unauthorized transactions is described below.

## Use of the Card

You may not use your card for an illegal transaction. You may use the card prior to its stated expiration date as follows:

1. To access funds in your checking account to purchase goods and services everywhere First Horizon Visa® debit cards are accepted and to obtain cash at financial institutions displaying the Visa® sign.
2. With your PIN, in certain ATMs as follows:
  - a. To make cash withdrawals from your checking account from ATMs displaying the logos on the back of your card. And, if authorized in writing, to make withdrawals from savings, transfer funds between your checking and savings accounts, or withdrawal from your credit card account. Some of these services may not be available at all those machines.
  - b. To make deposits to your checking account (and, if authorized in writing, to your savings account) in our ATMs. Deposits are not allowed at other banks' ATMs.

## Limitations on Usage

When you use your PIN, cash withdrawals from ATMs are limited to \$1,010 per card each business day unless we have agreed with you to authorize a higher amount. When you use your PIN, purchases from Visa® merchants that accept the First Horizon Visa® debit card are limited to \$2,500 per card each business day unless we have agreed with you to authorize a higher amount. When you sign for your purchases at Visa® merchants that accept the First Horizon Visa® debit card, your purchases are limited to \$5,000 per card each business day unless we have agreed with you to authorize a higher amount. Non-business days may be considered part of the preceding or following business day for purpose of daily withdrawal limits. Dollar amount and frequency limitations on cash withdrawals from other ATMs may vary.

## Liability for Unauthorized Transactions

You MAY be liable for unauthorized use of your card and/or PIN. Let us know AT ONCE if you believe your card or PIN has been lost or stolen. Telephoning is the best way to keep your possible losses down. You could lose all the money in your account, plus your maximum overdraft line of credit (if you have one). You agree that the card and PIN may be used only by the designated cardholder, that all such use is authorized, that the PIN may not be disclosed to any other person, and that the loss or compromise of the card or PIN will be reported to us within two business days after you learn of its loss or compromise. Notwithstanding, the use of the PIN to effect a transaction before we receive notice of loss or compromise constitutes irrevocable authority to charge the transaction to your account, that you may not assert a claim for any other unauthorized use of your card more than 14 days after we mailed a statement reflecting the disputed transaction or within 14 days of the time you are notified that your online statement is available, and that we will credit your account for any such unauthorized use if promptly reported and if you have not negligently contributed to such unauthorized use. Call or write us at the telephone number or address shown on the front of your card carrier under “Customer Service” or “Business Address.”

## Charges

We will not impose a monthly service fee for the First Horizon Visa® Business debit card. However, we will charge you fees in accordance with your Bank Depositor Agreement.

## International Transactions

The exchange rate between the transaction currency and the billing currency used for processing international transactions will be 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. We will impose an International Service Assessment (“ISA”) fee of up to 3.0 percent of the transaction amount for all purchases, credit vouchers and cash disbursements, both original and reversal transactions, made in a country other than the United States, Puerto Rico or the U.S. Virgin Islands. This fee applies to all transactions made in a currency other than the U.S. dollar, including online transactions made when you are in the United States and the merchant is located outside the United States or the transactions pass through a foreign bank.

### **Disclosure of Account Information to Third Parties**

We will disclose information to third parties about your account or transactions under the following circumstances: (1) where it is necessary for completing transactions; (2) in order to verify the existence and condition of your account for third parties, such as a credit bureau or merchant; (3) in order to comply with a government agency or court order or subpoena, and (4) if you or your representative give us permission. We also may disclose information under other circumstances authorized by the law of the state in which we are located.

### **Visa® Account Updater (VAU)**

VAU is a free account service required by Visa® in which each card is automatically enrolled. When a card is reissued, the service automatically updates your payment information to merchants who participate in VAU in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa® database only. The database is accessed by those participating merchants seeking your account information after you have requested they process a recurring payment or payments. Not all merchants participate in automatic updates. Updates are not guaranteed before the next billing cycle. If at any time you wish to opt out of the VAU service or if you have any questions, please call 800-382-5465.

### **Transaction Receipts**

You can get a receipt at the time you use your card, except when using the card by telephone, mail, or home or business computer.

### **Account Statements**

You will get a monthly statement for your checking account for any month in which a debit card transaction, deposit, withdrawal or transfer is posted to your account.

### **Liability for Failure to Make Electronic Fund Transfers**

If we do not complete an electronic fund transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance: (1) if, through no fault of ours, you do not have enough money in your account to make the transfer; (2) if the transfer will go over the credit limit on your overdraft line; (3) if the transfer exceeds the frequency or dollar amount limits imposed under this agreement; (4) if the terminal or point-of-sale system was not working properly and you knew about the breakdown when you started the transfer; (5) if circumstances beyond our direct control prevent the transfer, despite reasonable precautions that we have taken; (6) if the funds in your account are subject to legal process or other encumbrance restricting such transfer; (7) if there has been incomplete or inaccurate information forwarded by a third party payer or payee; (8) if your card has been reported lost or stolen, or (9) if your card has been canceled. There may be other exceptions to our liability provided by applicable law.

### **Authorization**

Use of the card to purchase goods or services or to obtain cash at a financial institution shall be considered a simultaneous withdrawal from your checking account, even though the withdrawal may not actually be posted to the account until a later date. You authorize us to charge to your checking account all withdrawals originated by authorized use of the card.

### **Overdrafts**

We may require you (and/or the merchant or other entity honoring the card) to obtain approval or authorization for any transaction over a specific dollar amount, and we will not be obligated to authorize use of the card if such transaction will create a negative (overdraft) balance in your account. You agree to pay us on demand any negative (overdraft) balance in your checking account arising from use of the card, except as otherwise provided in this agreement with respect to unauthorized transactions. You further agree to reimburse us for any expenses (including reasonable attorneys’ fees and court costs) we incur in collecting any such negative (overdraft) balance.

### **Stop Payment and Returns**

Withdrawals originated by use of the card shall NOT be subject to stop payment or countermanded, except recurring preauthorized transfers as described in this Agreement.



## Changing our Agreement

We can change the terms of this agreement, including the charges relating to the use of the card, at any time. If the law requires us to notify you in a certain way, we will do so.

## Cancellation

The card is our property, and we can cancel it at any time and end your privileges. Also, the closing of your designated checking account will automatically terminate your card privileges, although you are still liable for any authorized transactions that have not yet posted to the account. If your card is canceled, you promise to return the card to us immediately (cut in half for security purposes).

## In Case of Errors or Questions About Your Electronic Transfers

Call or write us at the telephone number or address shown on the front of your card carrier under “Customer Service” or “Business Address” as soon as you can if you think your statement or receipt is wrong or you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 14 days after we sent you the FIRST statement on which the problem or error appeared (or first made available on electronic record pursuant to an electronic banking agreement). (1) Tell us your name and account number; (2) describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information, and (3) tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so you will have use of the money during the time it takes us to complete the investigation. If we ask you to put your question or complaint in writing, and we do not receive it within 10 business days, we may not credit your account. We may extend the time periods specified in this paragraph as follows: (1) the applicable time is 20 business days instead of 10 if the error notice involves a debit card transaction within 30 days after the first deposit to the account was made, and (2) the time to complete our investigation is 90 business days instead of 45 if the debit card transaction was a foreign transaction, a merchant transaction using your PIN, or occurred within 30 days of the first deposit to the account. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If there is no error, we may impose on you a reasonable charge for making reproductions. Our “business days” are shown on the front of your card carrier. We reserve the right to withhold provisional credit to the extent allowed by law, if warranted by the circumstances.

## Internet Gambling and Illegal Transactions

We may, but are not required to, deny authorization for any Internet gambling transactions or any illegal transactions. You agree that illegal use of the card will be deemed an action of default and/or breach of contract, and, in such event, the card, your checking account and other related services may be terminated at our discretion. You further agree that should illegal use occur, you waive any right to sue us for such illegal use or any activity directly or indirectly related to it, and you agree to indemnify and hold us harmless from any suits, legal action, or liability directly resulting from such illegal use.

## PINLESS Debit Transactions

Previously, your Visa® card transactions were processed on the Visa® payment network unless you entered your PIN. Some merchants, such as PULSE, now are allowed to process non-PIN transactions on payment networks other than Visa®. Merchants that process non-PIN transactions on more than one payment network must provide you with a clear way to choose to have your transactions processed on the Visa® payment network. For example, you may have to tell the cashier that you want your transaction processed on the Visa® payment network, or you may have to make a selection on the terminal at the time of purchase. The provisions in this cardholder agreement relating to transactions processed on the Visa® payment network may, or may not, be applicable to transactions processed on a non-Visa® payment network.

## Visa® Money Transfers

You have the ability to receive a credit transfer to your card via a Visa® Money Transfer under which a third party may transfer funds to you. The transfer will appear as a credit to your account within two business days of receipt. We have the right to refuse/return a transfer if it is restricted or prohibited by federal or local law.

