

BUSINESS DEBIT CARD APPLICATION

(for business purposes only)

Accounts that require 2 signers are not eligible for the Business Debit Card

Business Name _____ Taxpayer ID No. _____

- Corporation*: for profit not for profit Club/Association*
 Partnership* Limited Liability Company* Sole Proprietorship Other _____

*A separate resolution is required. Clubs or Associations should include minutes designating authority to issue Debit cards.

County and State of Business _____

Business Address (Street, City, State & ZIP) _____

Business Telephone No. _____ Business Fax No. _____

Business E-mail _____ Business Web Page _____

Checking Account No. _____

Number of Cards Requested* _____

*A request of more than 3 cards requires additional approval by designated committee.

Names of Cardholders as you want it to appear on the card.

Name _____ Signature _____

Name _____ Signature _____

Name _____ Signature _____

Name _____ Signature _____

Name _____ Signature _____

Name _____ Signature _____

Name _____ Signature _____

Name _____ Signature _____

Signatures: By signing below, you are requesting the Business Debit Card and associated services. You agree to the terms and conditions of the Business Debit Card Agreement, including any fees and charges. You further agree that the information contained in this Application is accurate. You authorize us to verify your creditworthiness and employment history, as an individual, through any necessary means, including having a consumer credit reporting agency run a consumer credit report on you. By signing this application, I warrant that I am the owner of all deposit account(s) held in the name of the entity identified above, or that I am authorized to act on behalf of the owner pursuant to resolutions adopted by the owner and provided to the bank. I request Synergy Bank to issue a Business Debit Card to the cardholder(s) named in this application. I acknowledge receipt of the Visa Guide to Benefits.

Signature & Title _____ Date _____

Signature & Title _____ Date _____

Signature & Title _____ Date _____

Signature & Title _____ Date _____

Mail or Deliver Application to:

**SYNERGY BANK, S.S.B.
ATTN: ELECTRONIC BANKING
7600 WOODWAY DRIVE
WACO, TEXAS 76712**

For Institution Use

For IS Department Use

Approved Declined

Entered by: _____ Date: _____

By _____

Verified by: _____ Date: _____

Date _____

BancPac Flagged

Separate Authorization on File Yes No

BUSINESS DEBIT CARD AGREEMENT TERMS AND CONDITIONS

Introduction. This Business Debit Card Agreement ("Agreement") contains contract terms and other important information relating to your Business Debit 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 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.

Applicable Law. This Agreement will be governed by the laws of the state in which your account is located as well as federal laws and regulations. Normal banking customs and practices also apply.

Definitions. Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words "we," "our," and "us" refer to the financial institution which issues the Card. The words "you" and "your" refer to the owner of the specific account for which Card transactions are permitted. The word "Cardholder" refers to any person authorized by you to use the Card.

Business Card Purpose. You and any Cardholder agree that this Card is for use by business owners and employees. The Card can be used for business purpose point-of-sale and Automated Teller Machine (ATM) transactions only. The Card may not be used for personal purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. You agree to provide written instructions to all Cardholders that the Card shall not be used for consumer purposes. We assume all transactions are for business purposes. We do not monitor transactions to determine their purpose.

Account Requirement, Payment Responsibility, Transferability, Enforceability. The services described in this Agreement will be available to you only as long as you maintain a business checking account in good standing with us. You are liable for the payment of Card transactions authorized by you or your agent or any Cardholder or their agent. This account may not be transferred or assigned without our written consent.

If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

How to Use the Business Card, Security Procedures. The Card allows Cardholders to directly access the business checking account specified in your Card Application. We will issue Cards and codes to you at your request. Each Card will identify your business as well as the Cardholder.

You agree to the following security procedures. Each Cardholder must sign their Card before it may be used. You agree to require both a Card and a code to be used together to obtain cash at designated ATMs. However, you may use your Card to purchase goods or pay for services without a code. 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.

Termination and Amendments.

- ◆ We may terminate this Agreement by written notice to you.
- ◆ You may terminate this Agreement by written notice to us.

We may make amendments to this Agreement in the same method as provided in the terms and conditions provided in your account agreement. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change.

Notices. Any notices mailed to you under 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.

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, drafts, and other items.

Stop Payment. You may not place a stop-payment request on any Card transactions.

TYPES OF TRANSACTIONS

Below are the types of transactions your Card will accommodate.

ATM Transfers. You may access your account by ATM using your Card and code to:

- ◆ get cash withdrawals from your checking account.
 - you may withdraw no more than \$750.00 per 24 hour period.
- ◆ get cash withdrawals from your savings account.
 - you may withdraw no more than \$750.00 per 24 hour period.
- ◆ transfer funds from your checking account to your savings account.
- ◆ transfer funds from your savings account to your checking account.
- ◆ get information about:
 - the account balance of your checking account.
 - the account balance of your savings account.

Some of these services may not be available at all terminals.

Point-of-Sale Transactions. You may access your checking account with your Card to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Using your Card and/or code:

- ◆ you may not exceed \$2,000.00 in transactions per 24 hour period.

Currency Conversion. When you use your Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the

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

Advisory Against Illegal Use. You agree not to use your Card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the Cardholder may be located.

Non-Visa Debit Transaction Processing. We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a PIN-Debit Network* (a non-Visa network) without using a PIN.

The non-Visa debit network(s) for which such transactions are enabled are: NYCE, PULSE, CIRRUS, AFFN, and PLUS Networks.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa-branded debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

FEES

- ◆ Please refer to the separate fee schedule for additional information on fees.

DOCUMENTATION

Terminal Transfers. You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

Retain Copies for Your Records. You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record (but not while at a terminal). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

Periodic Statements. You will get a monthly account statement from us for your checking account that will also include a record of transactions made using your Card.

Periodic Statements. You will get a monthly account statement from us for your savings account that will also include a record of transactions made using your Card, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

LIMITATIONS ON OUR LIABILITY

We will not be liable if:

- ◆ you do not have enough money in your account to make the transfer.
- ◆ you have an overdraft line and the transfer would cause you to exceed your credit limit.
- ◆ an ATM does not have sufficient cash.
- ◆ a terminal or system is not working properly.
- ◆ circumstances beyond our control (such as fire or flood) prevent the transfer.
- ◆ a merchant refuses to accept your Card.
- ◆ an ATM rejects your Card.

There may be other limitations on our liability.

UNAUTHORIZED TRANSFERS

Additional Risk Associated with Use of Business Purpose Cards. You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. This means your liability for the unauthorized use of your Card could be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Agreement.

Your Liability for Unauthorized Transfers. You are liable for Card transactions you do not authorize if we can prove that we processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by law.

Tell us AT ONCE if you believe your Card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If your Card and/or code 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 transactions with your Card and/or code will continue until 2 business days after the day we receive such written notice. If you do not notify us within 60 days from when the periodic statement containing an unauthorized transaction was first

mailed or made available to you, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise.

Additional Limit on Liability. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any transactions using your lost or stolen Card if you report the unauthorized transfer within 60 days of the mailing date of the first statement showing the unauthorized transfer. Unauthorized transfers do not include: 1) any 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; or 2) any transaction by a cardholder that exceeds the authority given by the Visa Business check card account owner. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by Visa®. Visa is a registered trademark of Visa International Service Association.

Contact in Event of Unauthorized Transfer. If you believe your Card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

Consequential Damages. We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

ERROR RESOLUTION

You agree to examine your receipts and periodic statements using ordinary care 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 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 further agree that if you fail to report to us within 14 days from when the statement was first mailed or made available to you that we will not be required to pay interest on any refund to which you may be entitled. We will only recredit your account for errors or problems as required by law.

Call or write us immediately with errors or questions about your electronic transfers at the telephone number or address listed in this brochure. If you tell us orally, we may require your complaint or question in writing within 14 business days.

For transactions processed by Visa, we will determine whether an error occurred within 5 business days after we hear from you and will correct any error promptly. If we need more time, however, we will credit your account within 5 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. 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. For transactions not processed by Visa, we will investigate the matter and notify you of the results within a reasonable amount of time. The exact time will depend on the specific circumstances of the error or problem.

You may ask for copies of the documents that we used in our investigation.

SYNERGY BANK, S.S.B.
ATTN: ELECTRONIC BANKING
7600 WOODWAY DRIVE
WACO, TEXAS 76712
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: (254) 399-0700

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions in advance (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM Card to anyone.
5. Remember, do not leave your Card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM Card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your Card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your Card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

Note: This is a sample of some of the benefits you receive from your Visa card. Benefits, providers, and coverage levels may vary from Issuer to Issuer. Please contact your Visa card Issuer to request your full disclosure guide to benefits.



Your Guide to Benefits Package

Visa Business Card

Effective 3/1/05

FOR QUESTIONS OR ASSISTANCE 24 HOURS A DAY, 365 DAYS A YEAR, CALL THE TOLL-FREE NUMBER ON THE BACK OF YOUR VISA® CARD, OR 1-800-VISA-911®

For questions about your balance, call the customer service number on your Visa Business card statement.

Purchase Security and Extended Protection Program

The Visa Purchase Security and Extended Protection Program automatically protects many of the new retail purchases that you make with your eligible Visa Business card. The Programs—available at no additional charge—protect your eligible purchases in two ways.

What is this protection?

Purchase Security

Purchase Security will replace, repair, or fully reimburse you up to a maximum of \$10,000 per claim and \$50,000 per cardholder for most retail goods purchased entirely with your eligible Visa Business card for the first ninety (90) days from the date of purchase in the event of loss, theft, damage, or fire.

Extended Protection

Extended Protection doubles the time period of the original manufacturer's written U.S. warranty up to one (1) full year on warranties of three (3) years or less up to a maximum of \$10,000 per claim.

Who is eligible for this protection?

To be eligible for this coverage, you must be a valid cardholder of an eligible U.S.-issued Visa Business card.

What items are covered by Purchase Security?

Purchase Security protects eligible items of personal property you purchase entirely with your eligible U.S.-issued Visa Business card.

What items are not covered?

- Animals and living plants.
- Antiques and collectible items.
- Broken items, unless damage is the result of a covered occurrence.
- Computer software.
- Items purchased for resale.
- Items that mysteriously disappear. "Mysterious Disappearance" means the vanishing of an item in an unexplained manner where there is an absence of evidence of a wrongful act by a person or persons.
- Items under the care and control of a common carrier (including U.S. Postal Service, airplanes, or delivery service.)
- Jewelry and watches from baggage unless hand-carried and under your personal supervision, or under the supervision of your traveling companion who is previously known to you.
- Losses resulting from abuse, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion, insurrection, or terrorist activities), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects.
- Losses resulting from misdelivery or voluntary parting with property.
- Medical equipment.
- Perishables, consumables, boats, aircraft, automobiles, and any other motorized vehicles and their motors, equipment, or accessories, including trailers and other items that can be towed by or attached to any motorized vehicle.
- Real estate and items which are intended to become part of real estate.
- Traveler's checks, cash, tickets, and any other negotiable instruments.

What items are covered by Extended Protection?

Extended Protection doubles the period of repair service on many items of personal property which have a valid original manufacturer's written U.S. warranty and which you have purchased with your eligible U.S.-issued Visa Business card, up to a maximum of one (1) year.

What items are not covered?

- Boats, automobiles, aircraft, and any other motorized vehicles and their motors, equipment, or accessories, including trailers and other items that can be towed by or attached to any motorized vehicle.
- Any costs other than those specifically covered under the terms of the original manufacturer's written U.S. repair warranty, as supplied by the original manufacturer, or other eligible warranty.
- Items purchased for resale.

- Real estate and items which are intended to become part of real estate.
- Computer software.
- Medical equipment.

Are gifts covered?

Yes, as long as you purchased the gift with your eligible U.S.-issued Visa Business card and it meets the terms and conditions of the applicable program.

What about purchases made outside the United States?

Purchase Security

Yes, as long as you purchased the item with your eligible U.S.-issued Visa Business card and it meets the terms and conditions of the program.

Extended Protection

Yes, as long as you purchased the item with your eligible U.S.-issued Visa Business card and the eligible item has a valid original manufacturer's written U.S. repair warranty, store-purchased dealer warranty, or assembler warranty.

Do I need to register my purchases?

No. Your eligible purchases are automatically covered.

Do I need to keep copies of receipts or any other records?

Purchase Security

Yes. If you want to file a claim, you will need copies of your Visa Business card receipt and your store receipt.

Extended Protection

Yes. If you want to file a claim, you will need copies of your Visa Business card receipt, your store receipt, and the original manufacturer's written U.S. warranty and any other applicable warranty.

How do I file a claim?

Purchase Security and Extended Protection

Call the Program Administrator at **1-800-VISA 911** (or collect at 0-410-581-9994) for Purchase Security or Extended Protection within sixty (60) days of loss or damage. *Please note: If you do not give such notice within sixty (60) days after the loss or damage your claim may be denied.* The representative will ask you for some preliminary claim information and send you the appropriate claim form. **This claim form must be completed, signed and returned with all the requested documentation within ninety (90) days from the date of loss or damage.**

Gift recipients of eligible items may also handle the claim process if you wish. However, the gift recipient must provide all of the documents necessary to fully substantiate the claim.

For faster filing, submit your claim online. It's easy, convenient, and available at no extra cost to eligible Visa cardholders. To submit your claim and learn more about Visa Purchase Security and the Visa Extended Protection Program go to the Visa Purchase Security and Extended Protection Program Claim Center at www.visa.com/eclaims.

What documents to I need to submit with my claim?

Purchase Security

- Your completed and signed claim form.
- Your Visa Business card receipt.
- The itemized store receipt.
- A police report (made within 48 hours of the occurrence in the case of theft), fire report, insurance claim, loss report, or other report sufficient to determine eligibility for benefits.
- A copy of your insurance declaration page, when applicable.
- Documentation (if available) of any other settlement of the loss.
- Any other documentation deemed necessary to substantiate your claim.

All claims must be fully substantiated as to the time, place, cause, and amount of damage or theft. In most cases you will be asked to send in, **at your expense**, the damaged item to substantiate a claim. Retain the item in the event it is requested by the Program Administrator.

(Continued on next page)

Purchase Security and Extended Protection Program (Cont.)

Extended Protection

- Your completed and signed claim form.
- Your Visa Business card receipt.
- The itemized store receipt.
- A copy of the original manufacturer's U.S. warranty and any other applicable warranty.
- A description and serial number of the item, and any other documentation deemed necessary to substantiate your claim. This includes bills and, if necessary, a copy of the maintenance record and receipts.
- The original repair order.

All claims must be fully substantiated.

How will I be reimbursed?

Purchase Security

Depending on the nature and circumstances of the incident, the Provider, at its sole option, may choose to discharge your claim in either of two ways:

1. The damaged item (whether wholly or in part) may be repaired, rebuilt, or replaced. The lost or stolen item may be replaced. If this option is chosen, you will be notified of the decision within fifteen (15) days following receipt of the required proof-of-theft/damage loss documentation.
2. You may be reimbursed for the eligible item, but not more than the original purchase price of the covered item as recorded on your Visa Business card receipt up to a maximum of \$10,000 per claim and \$50,000 per cardholder. In either case, the Provider's payment, replacement, or repair made in good faith will discharge the Provider to the extent of the claim.

Extended Protection

Once your claim has been verified, the item will be repaired or replaced at the sole option of the Provider, but for no more than the original purchase price of the covered items as recorded on your eligible Visa Business card receipt up to a maximum of \$10,000 per claim and \$50,000 per cardholder.

Extended Protection will pay the facility directly for the repairs, if possible, or you may go to an authorized repair facility and file a claim for reimbursement. **Only valid and reasonable repairs made at the manufacturer's authorized repair facility are covered.**

In either case, the Provider's payment, replacement, or repair made in good faith will fulfill the Provider's obligation under the Program coverage.

Do I have to file with my insurance company?

Purchase Security

Yes. If you have insurance (e.g. business owner's, homeowner's, renter's, or automobile), or if you are covered by your employer's insurance, you are required to file a claim with your own insurance company and to submit a copy of any claim settlement from your insurance company along with your claim form. In some cases, where the claim amount is within your personal insurance deductible, a copy of your personal insurance policy declaration page may be sufficient at the option of the Program Administrator.³

Extended Protection

No, however, if you have purchased a service contract or extended warranty, Extended Protection is secondary to that coverage.

♦ **Note: Purchase Security provides coverage on an "excess" coverage basis. That means it does not duplicate, but pays in excess of, valid and collectible insurance or indemnity (including, but not limited to, homeowner's, renter's, automobile, or employer's insurance policies).** After all insurance or indemnity has been exhausted, Purchase Security will cover the loss up to the amount charged to your Visa Business account and subject to the terms, exclusions, and limits of liability of the Program. Purchase Security will also pay for the outstanding deductible portion of your insurance or indemnity for eligible claims. The maximum limit of liability is \$10,000 per claim, \$50,000 per cardholder. You will receive no more than the purchase price as recorded on the Visa Business card receipt. Where a protected item is part of a pair or a set, you will receive no more than the value (as described herein) of the particular part or parts, stolen or damaged, regardless of any special value that the item may have as part of such a pair or set, nor more than the proportionate part of an aggregate purchase price of such pair or set. Purchase Security is not "contributing" insurance, and this "non-contribution" provision shall take precedence over "non-contribution" provisions found in other insurance or indemnity descriptions, policies, or contracts.

Program Provisions for Purchase Security and Extended Protection: This protection provides benefits only to you, the eligible Visa Business cardholder, and to whomsoever receives the eligible gifts you purchase with your eligible U.S.-issued Visa Business card. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by these Programs. The Provider will not unreasonably apply this provision to avoid claims.

If you make any claim knowing it to be false or fraudulent in any respect including, but not limited to, the cost of repair services, no coverage shall exist for such claim and your benefits may be canceled.

The Provider relies on the truth of statements made in the Declarations and/or application of each cardholder and policyholder. Each cardholder and policyholder agrees that such representations are accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact by the cardholder or policyholder.

Once you report an occurrence, a claim file will be opened and shall remain open for six (6) months from the date of the damage or theft. No payment will be made on a claim that is not completely substantiated in the manner required by the Program Administrator within six (6) months of the date of damage, theft, or product failure. After the Provider has paid your claim of loss or damage, all your rights and remedies against any party in respect of this loss or damage will be transferred to the Provider to the extent of the cost of the Provider's payment to you. You shall give the Provider any assistance necessary to secure its rights and remedies—including the execution of all documents—and the Provider shall be entitled at its own expense to bring suit in your name.

No legal action for a claim may be brought against us until sixty (60) days after we receive Proof of Loss. No legal action against us may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against us unless all the terms of the Program Guide and policy have been complied with fully.

The Purchase Security and Extended Protection Program are services provided to eligible U.S.-issued Visa Business cardholders in accordance with the policy underwritten by Indemnity Insurance Company of North America. Coverage is subject to the terms and conditions outlined and includes certain restrictions, limitations, and exclusions. This Program Guide is not a policy of insurance. In the event of any conflict between this Program Guide and the policy, the policy will govern. The policy is on file at the offices of Visa U.S.A.

The programs described in this Guide will not apply to Visa Business cardholders whose accounts have been suspended or canceled.

These services are provided to eligible U.S.-issued Visa Business cardholders at no additional cost. The terms and conditions contained in this Program Guide may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Program Guide mailings, statement inserts, or statement messages.

Visa and/or your Financial Institution can cancel or non-renew the coverages for Visa Business cardholders, and if we do, we will notify you at least thirty (30) days in advance. If the insurer non-renews or cancels any coverages provided to eligible Visa Business cardholders, you will be notified within 30-120 days before the expiration of the policy. In the event substantially similar coverage takes effect without interruption, no such notice is necessary. Coverage will still apply on transactions made prior to the date of such cancellation or non-renewal provided all other terms and conditions of coverage are met.

FORM #VPSEPBUSINESSv1 (03/05)

Travel and Emergency Assistance Services

You can enjoy greater peace of mind thanks to a wide range of Visa Business emergency services which are available 24 hours a day, 365 days a year. Please understand that, due to occasional problems such as distance, location, or time, neither Visa nor its service providers can be responsible for the availability, use, cost, or results of any medical, legal, transportation, or other services.

Who is eligible for Travel and Emergency Assistance Services?

You, your immediate family members, and your business associates may all take advantage of these special emergency services.

How do I get these services?

They're as close as the nearest phone. You simply call the Program Administrator at **1-800-VISA-911** any hour of the day or night. If you are outside the United States, call collect at 0-410-581-9994.

Is there a charge for these services?

No. Visa Business Travel and Emergency Assistance Services are available to eligible Visa Business cardholders at no additional charge.

Please note: Visa Business Travel and Emergency Assistance Services provide assistance and referral only. You are responsible for the cost of any actual medical, legal, transportation, cash advance, or other services or goods provided.

What are the specific services and what do they provide?

Visa Business Travel and Emergency Assistance Services will put you in touch with the appropriate emergency services should the need arise. Here are some of the ways we can help:

- **Emergency Message Service** can record and relay emergency messages for travelers, immediate family members, or business associates.
NOTE: Visa will use reasonable efforts to relay emergency messages in accordance with program guidelines and limitations, but cannot take responsibility for the failure to transmit any message successfully.
- **Medical Referral Assistance** provides medical referral, monitoring, and follow-up. The Program Administrator can give you names of English-speaking local doctors, dentists, and hospitals; assign a doctor to consult by phone with local medical personnel, if necessary, to monitor your condition, keep in contact with your family, and provide continuing liaison; and help you arrange medical payments from your Visa Business or personal account. *NOTE: All costs are your responsibility.*
- **Legal Referral Assistance** can arrange contact with English-speaking attorneys and U.S. embassies and consulates if you're detained by local authorities, have a car accident, or need legal assistance. In addition, the Program Administrator can coordinate bail payment through a transfer of funds from your Visa Business or personal account. The Program Administrator can also follow up to make sure bail has been properly handled. *NOTE: All costs are your responsibility.*

(Continued on next page)

Travel and Emergency Assistance Services (Cont.)

- **Emergency Transportation Assistance** can help you make all the necessary arrangements for emergency transportation home or to the nearest medical facility. This even includes arranging to bring your business associates home and staying in contact with family members or employers. In the case of a death, the Program Administrator can make arrangements to repatriate the remains. **NOTE: All costs are your responsibility.**
- **Emergency Ticket Replacement** helps you with the carrier's lost ticket reimbursement procedures if you should lose your ticket and can arrange delivery of a replacement ticket to you. **NOTE: All costs are your responsibility.**
- **Lost Luggage Locator Service** can help you through the common carrier's claim procedures or can arrange shipment of replacement items if an airline or common carrier loses your checked luggage. The Program Administrator can also arrange a cash advance with your Visa issuing bank. **However, you are responsible for the cost of any replacement items shipped to you.**

- **Emergency Translation Service** provides telephone assistance in all major languages and helps find local interpreters, if available, when you need more extensive assistance. **NOTE: All costs are your responsibility.**
- **Prescription Assistance and Valuable Document Delivery Arrangements** can help you get prescriptions filled or replaced, subject to local laws, and can even arrange pickup and delivery of prescriptions filled for you at local or nearby pharmacies. It can also help transport critical documents which you may have left at your business or elsewhere. **NOTE: All costs are your responsibility.**
- **Pre-Trip Assistance** can give you information on your destination before you leave—information such as ATM locations, currency exchange rates, weather reports, health precautions, immunizations, and required passport visas.

Program Provisions for Travel and Emergency Assistance Services: The program described in this Guide will not apply to Visa Business cardholders whose accounts have been suspended or cancelled. The terms and conditions contained in this Program Guide may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Program Guide mailings, statement inserts, or statement messages.

FORM #VTEAB (03/05)

Auto Rental Collision Damage Waiver Program

What is this benefit?

Visa Business Auto Rental Collision Damage Waiver Program ("Auto Rental CDW Program") provides—at no additional charge—coverage on a 24-hour basis for damage due to collision or theft up to the actual cash value of most rental vehicles when certain terms and conditions are met. Here are answers to some commonly asked questions about the program.

Who is eligible?

You are eligible only if you are a valid cardholder whose name is embossed on an eligible U.S.-issued Visa Business card. Only you and any additional drivers permitted by the car rental agreement are covered.

What is covered?

Visa Business Auto Rental CDW Program reimburses you for the repair or replacement of covered losses to a rental vehicle while it is your responsibility and while it is being used for business purposes. Only covered vehicle rental periods which neither exceed nor are intended to exceed thirty-one (31) consecutive days are covered.

This program is primary and provides coverage up to the actual cash value of the vehicle as it was originally manufactured. However, if the rental is for personal reasons, this coverage is secondary to any valid and collectible insurance from any other source.

Most private passenger automobiles, minivans, and sport utility vehicles are covered, but some restrictions may apply. Please contact the Program Administrator to inquire about a specific vehicle.

Covered losses are:

- Physical damage and theft of the covered rental vehicle.
- Valid loss-of-use charges imposed and substantiated by the rental agency through a fleet utilization log.
- Reasonable and customary towing charges, due to a covered loss, to the nearest qualified repair facility.

What is not covered?

- Any obligation you assume under any agreement.
- Any violation of the car rental agreement or this program.
- Injury of anyone or anything inside or outside the rental vehicle.
- Loss or theft of personal belongings.
- Personal liability.
- Expenses assumed, waived, or paid by the rental agency or its insurer.
- Cost of any insurance or collision damage waiver offered by or purchased through the car rental company.
- Expenses reimbursed under your business or personal auto insurance policy.
- Loss due to intentional acts, or due to the driver(s) being under the influence of alcohol, intoxicants, or drugs, or due to contraband or illegal activities.
- Wear and tear, gradual deterioration, or mechanical breakdown.
- Items not installed by the original manufacturer.
- Loss due to off-road operation of the rental vehicle.
- Loss due to hostility of any kind (including, but not limited to, war, invasion, rebellion, or insurrection).
- Confiscation by authorities.
- Vehicles that do not meet the definitions of covered vehicles.
- Rental periods that either exceed or are intended to exceed thirty-one (31) consecutive days.
- Leases and mini leases.

- Loss or damage as a result of the cardholder's lack of reasonable care in protecting the rental vehicle before and after damage occurs (for example, leaving the vehicle running and unattended).
- Losses reported more than twenty (20) days[†] from the date of loss.
- Losses for which a claim form has not been received within ninety (90) days[†] from the date of loss.
- Losses for which all required documentation has not been received within 365 days from the date of loss.
- Losses from rental transactions that originated in Israel, Jamaica, or the Republic of Ireland or Northern Ireland.

How do I activate this coverage?

For coverage to be in effect, you must:

- Initiate and complete the entire rental transaction with your eligible Visa Business card, and
- Decline the car rental company's collision damage waiver (CDW/LDW) option, or similar provision, if offered by the car rental company.

Helpful hints:

- Check the rental vehicle for prior damage before leaving the rental lot.
- Review the car rental agreement carefully to make sure you are declining CDW/LDW, and also, to familiarize yourself with the terms and conditions of the car rental agreement.

What if the car rental company insists that I purchase the car rental company's car insurance or collision damage waiver?

Call the Program Administrator at **1-800-VISA-911** for help. If you are outside the United States, call collect at 0-410-581-9994.

When and where am I covered?

This coverage is available on a 24-hour basis in the United States and most foreign countries. *No coverage is provided for motor vehicles rented in Israel, Jamaica, or the Republic of Ireland or Northern Ireland.* Additionally, coverage is not available where precluded by law or in violation of the territory terms of the rental agreement, or where prohibited by individual merchants. **Because regulations vary outside the United States, we recommend you check with your car rental company and the Program Administrator before you travel to make sure your Visa Business Auto Rental CDW Program will apply.**

Coverage is in effect while the rental vehicle remains in your control or in the control of a person permitted to operate the rental vehicle in accordance with the rental agreement between you and the car rental company. Coverage terminates when the car rental company re-assumes control of the rental vehicle.

What type of coverage is this?

Visa Business Auto Rental CDW Program is primary coverage.

In other words, when your rental is primarily for business purposes, you do not have to claim payment from any source of insurance before receiving coverage under the program.

However, if you are on a personal trip and you use your Visa Business card to rent a covered vehicle, your personal insurance would be primary coverage. In this case, the Visa Business Auto Rental CDW Program would be secondary coverage and would pay only for the outstanding deductible portion or other charges not covered by your primary automobile insurance policy. If you do not carry personal automobile insurance, Visa Business Auto Rental CDW Program coverage is primary.

[†] Not applicable to residents of certain states.

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Auto Rental Collision Damage Waiver Program (Cont.)

What types of rental vehicles are not covered?

Excluded worldwide are: expensive, exotic, and antique automobiles; certain vans; trucks; motorcycles, mopeds, and motorbikes; limousines; and recreational vehicles.

Examples of excluded expensive or exotic automobiles are the Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, and Rolls Royce. However, selected models of BMW, Mercedes-Benz, Cadillac, and Lincoln are covered.

An antique automobile is defined as any vehicle over twenty (20) years old or any vehicle that has not been manufactured for ten (10) years or more.

Coverage is provided for only those vans manufactured and designed to transport a maximum of eight (8) people and which is used exclusively to transport people.

If you have any questions regarding a specific vehicle, call the Program Administrator at **1-800-VISA-911**. If you are outside the United States, call collect at 0-410-581-9994.

What do I do if I have an accident or the rental vehicle is stolen?

Immediately call the Program Administrator at **1-800-VISA-911** to report the loss. If you are outside the United States, call collect at 0-410-581-9994. The Program Administrator will answer any questions you or the car rental agency may have and will then send you a claim form.

All claims must be reported immediately following the loss, but in no event later than twenty (20) days[†] following the date of the loss. Furthermore, we reserve the right to deny any claim that contains charges that would not have been included had the Program Administrator been notified before those expenses were incurred. We therefore advise you to notify us immediately after any loss.

What do I need from the car rental company in order to file a Visa Business Auto Rental CDW Program claim?

At the time of the accident, or when you return the rental vehicle, immediately ask your car rental company for:

- A copy of the Accident Report Form and claim document, which should indicate the costs you are responsible for and any amounts that have been paid toward the claim.
- A copy of the initial and final car rental agreement(s).
- A copy of the repair estimate or itemized repair bill.
- Two (2) photographs of the damaged vehicle, if available.
- A police report, if obtainable.

How do I file a claim?

You, the cardholder, are responsible for reporting your claim to the Program Administrator within twenty (20) days[†] of the date of loss, or your claim will be denied. Notice to any other party will not suffice. Furthermore, we reserve the right to deny any claim that contains charges that would not have been included had the Program Administrator been notified before those expenses were incurred. We therefore advise you to notify us immediately after any loss.

Complete and sign the claim form you receive from your call to the Program Administrator, then mail the following documentation to the Program Administrator:

- The completed and signed Visa Business Auto Rental Collision Damage Waiver Program Claim Form. **Your completed claim form must be postmarked within ninety (90) days[†] of the loss, even if all other required documentation is not yet available, or your claim will be denied.**
- A copy of your receipt or monthly billing statement as proof that the entire vehicle rental was charged and paid for with your eligible Visa Business card.
- A written confirmation from your employer that the rental was primarily for business purposes.
- If the rental was for personal use, enclose a statement from your insurance carrier showing the costs you are responsible for and any amounts that have been paid toward the claim. Or, if you have no other applicable insurance, please provide a notarized statement to that effect.

- A copy of the declaration page from your primary automobile insurance carrier if the rental was for personal use.

Enclose all the documents you received from the car rental company:

- A copy of the Accident Report Form.
- A copy of the entire auto rental agreement(s).
- A copy of the repair estimate or itemized repair bill.
- Two (2) photographs of the damaged vehicle, if available.
- A police report, if obtainable.
- Any other documentation deemed necessary by the Program Administrator to substantiate the claim.

For faster filing, submit your claim online. It's easy, convenient, and available at no extra cost to eligible Visa Business cardholders. To submit your claim and learn more about the Visa Business Auto Rental CDW Program go to the Visa Business Auto Rental CDW Program Claim Center at www.visa.com/eclaims.

If you experience difficulty in obtaining all the required documents within ninety (90) days[†] of the date of loss, just submit the claim form and any documentation you already have available. **NOTE: All remaining documents must be postmarked within 365 days of the date of loss.**

Do I have to do anything else?

Usually not. Under normal circumstances, the claim will be paid within fifteen (15) days after the Visa Business Auto Rental CDW Program Administrator has received all documentation necessary to fully substantiate your claim.

However, after the Program Administrator has paid your claim of loss, all your rights and remedies against any party in respect of this loss will be transferred to the Program Administrator to the extent of the cost of the Program Administrator's payment to you. The Program Administrator shall then be entitled at its own expense to sue in your name. Should this occur, you must give the Program Administrator all assistance as the Program Administrator may reasonably require to secure its rights and remedies including the execution of all documents necessary to enable the Program Administrator to bring suit in your name.

[†] Not applicable to residents of certain states.

Program Provisions for Auto Rental CDW Program: You must make every effort that would be made by a reasonable and prudent person to protect the Rental Vehicle from damage or theft. This provision will not be applied unreasonably to avoid claims. If you make any claim knowing it to be false or fraudulent in any respect including, but not limited to, the cost of repair services, no coverage shall exist for such claim and your benefits may be canceled.

Once you report an occurrence, a claim file will be opened and shall remain open for six (6) months from the date of the damage or theft. No payment will be made on a claim that is not completely substantiated in the manner required by the Program Administrator within twelve (12) months of the date of damage or theft.

The Visa Business Auto Rental CDW Program is a service provided to eligible Visa Business cardholders in accordance with the policy underwritten by Indemnity Insurance Company of North America. Coverage is subject to the terms and conditions outlined and includes certain restrictions, limitations, and exclusions. This Program Guide is not a policy of insurance. In the event of any conflict between the description of coverage in this Guide and the policy, the policy will govern. The policy is on file at the offices of Visa U.S.A.

The program described in this Guide will not apply to Visa Business cardholders whose accounts have been suspended or canceled. No legal action for a claim may be brought against us until sixty (60) days after we receive Proof of Loss. After the expiration of two (2) years from the time written Proof of Loss was to be provided, no action shall be brought to recover on this coverage. Further, no legal action may be brought against us unless all the terms in this Program Guide and policy have been complied with fully.

The terms and conditions contained in this Program Guide may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Program Guide mailings, statement inserts, or statement messages.

Visa and/or your Financial Institution can cancel or non-renew the coverage, and if we do, we will notify you at least thirty (30) days in advance. If the insurer non-renews or cancels any coverages provided to eligible Visa Business cardholders, you will be notified within 30-120 days before the expiration of the policy. In the event substantially similar coverage takes effect without interruption, no such notice is necessary. Auto Rental CDW Program coverage will still apply to vehicle rentals commenced prior to the date of such cancellation or non-renewal provided all other terms and conditions of coverage are met.

FORM #VBCDW01 (03/05)

Whenever you need emergency service or answers, call the **Program Administrator**, 24 hours a day, 365 days a year. For calls outside the United States, call collect at 0-410-581-9994.

1-800-VISA-911
(1-800-847-2911)



visa.com