

# Business Debit Card Application

Business Name: \_\_\_\_\_

Business Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Tax ID #: \_\_\_\_\_

Type of Business: \_\_\_ Corporation \_\_\_ Sole Proprietorship \_\_\_ LLC \_\_\_ Partnership

\_\_\_ Other: \_\_\_\_\_

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Authorized User #1: \_\_\_\_\_ SS#: \_\_\_\_\_

Signature: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Daily Cash Withdrawal Limit:  \$505.00  Other \_\_\_\_\_ Daily Purchase Limit:  \$1,000.00  Other \_\_\_\_\_

Checking Account #: \_\_\_\_\_ Savings Account #: \_\_\_\_\_ (optional)

Choose PIN  Yes  No PIN Ref. #: \_\_\_\_\_ Debit Card Number: \_\_\_\_\_

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Authorized User #2: \_\_\_\_\_ SS#: \_\_\_\_\_

Signature: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Daily Cash Withdrawal Limit:  \$500.00  Other \_\_\_\_\_ Daily Purchase Limit:  \$1,000.00  Other \_\_\_\_\_

Checking Account #: \_\_\_\_\_ Savings Account #: \_\_\_\_\_ (optional)

Choose PIN  Yes  No PIN Ref. #: \_\_\_\_\_ Debit Card Number: \_\_\_\_\_

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If you wish to have more than two authorized users in this program, please attach additional application form(s) or a separate sheet of paper with each individual's name, SS#, signature and daily cash withdrawal limit and daily purchase limit.

The undersigned applicant agrees that Farmers & Merchants Union Bank is to rely solely on account documents signed by the business to determine authorization for this service (i.e., Corporate Resolutions, Partnership Agreement, Sole Proprietorship, etc.). All aspects relating to this service will be subject to the terms and conditions of the written business debit card rules. The applicant agrees all information is accurate and authorizes Farmers & Merchants Union Bank to request financial information on applicant.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant 2 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(If required)

**For Financial Institution Use Only:** Approved by: \_\_\_\_\_ Date: \_\_\_\_\_ Port#: \_\_\_\_\_

Requested by: \_\_\_\_\_ Ordered by: \_\_\_\_\_ Processor: \_\_\_\_\_ Reviewed by: \_\_\_\_\_



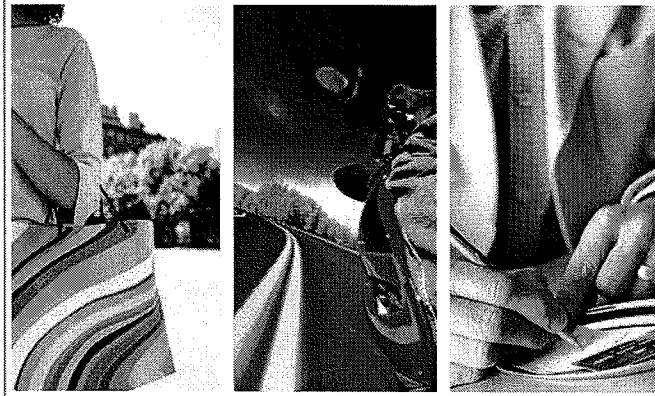
# Debit Card Advantages

- Convenience
- Safety
- Reduced cost of buying checks
- Access to bank funds anywhere the MasterCard logo is shown

# Debit Card Frequently Asked Questions

- ◆ **What is a Farmers & Merchants Union Bank Debit Card?**
  - Works like a check but as easy to use as a credit card.
  - Works at ATM machines just like a TYME card.
  - Not a credit card – amount of purchase is deducted directly from your checking account.
- ◆ **How do I know where I can use it?**
  - Use it wherever you write a check.
  - Wherever the MasterCard logo is displayed.
- ◆ **Do I need to use my PIN number?**
  - You will only need to use your PIN number at an ATM machine.
- ◆ **At some retailers they ask if it is a debit or credit transaction. What should I say?**
  - For your protection and security, tell the merchant it is a credit transaction. You will need to sign a receipt but will not need to enter your PIN number in front of 10 people who may be behind you in line. Your transaction will still come out of your checking account.
- ◆ **Will merchants know how to process my transaction with a debit card?**
  - Merchants will process these transactions just like all MasterCard transactions they receive.
- ◆ **Will I incur any interest charges on my Debit Card account?**
  - No. Since your transaction amount is directly deducted from your checking account, there are no interest charges.

# Guide to Benefits



## *MasterCard Commercial Guide to Benefits*

This MasterCard Commercial Guide to Benefits describes the valuable programs available to you as a cardholder of:

- |   |   |
|---|---|
| MasterCard BusinessCard™ Card           | MasterCard Corporate Multi Card® Card     |
| MasterCard Executive BusinessCard™ Card | MasterCard Public Sector Travel Card®     |
| MasterCard™ Professional Card           | MasterCard Public Sector Purchasing Card® |
| World MasterCard® for Business Card     | MasterCard Public Sector Fleet Card®      |
| Debit MasterCard BusinessCard™ Card     | MasterCard Public Sector Multi Card® Card |
| MasterCard™ Small Business Multi Card   | MasterCard Government Travel Card®        |
| MasterCard Corporate Card™              | MasterCard Government Purchasing Card®    |
| MasterCard Corporate Executive Card™    | MasterCard Government Fleet Card®         |
| MasterCard Corporate Purchasing Card™   | MasterCard Government Integrated Card®    |
| MasterCard Corporate Fleet Card™        |   |

### **Important information. Please read and save.**

To file a claim or for more information on any of these services, call the MasterCard Assistance Center at **1-800-MC-ASSIST**, or en Español: **1-800-633-4466**.

"Card" refers to MasterCard® card, and "Cardholder" refers to a MasterCard™ cardholder.

### **MasterCard Guide to Benefits**

Benefits that are always with you

The chart below identifies the specific benefits for the Debit BusinessCard program at a glance. We suggest you take a few minutes to familiarize yourself with the benefits of the program. You may also want to make a photocopy to take with you when traveling. This Guide applies to travel and retail purchases made on or after February 1, 2008, and supersedes any previous Guide or program.

	MasterRental <sup>®</sup> Insurance Coverage	Purchase Assurance <sup>®</sup>	Extended Warranty	MasterAssist Services
Debit BusinessCard	✓	✓	✓	✓

## MASTERRENTAL INSURANCE

MasterCard cardholders can benefit from the security and safety offered through MasterRental Insurance. If you rent a vehicle for 31 consecutive days or less with your MasterCard card, you may be eligible for benefits under this coverage. MasterRental is an insurance program.

### Key term:

- **You or Yours** means MasterCard cardholder.

### To get coverage:

- Initiate and pay for the entire rental agreement/contract (tax, gasoline, and airport fees are not considered rental charges) with your MasterCard card. If a rental agency promotion/discount of any kind is initially applied toward payment of the rental vehicle, at least one (1) day of rental must be billed to your MasterCard card.
- You must decline the Collision/Damage Waiver offered by the vehicle rental agency.
- You must rent the vehicle in your own name and sign the vehicle rental agreement/contract.
- Your rental agreement/contract must be for a rental period of 31 consecutive days or less. Rental periods that exceed or are intended to exceed 31 consecutive days are not covered.
- You must rent a vehicle (including minivans and sport utility vehicles that are designed to accommodate nine passengers or fewer) that is intended for bound surfaces, such as concrete and tarmac. Rented vehicles must have a manufacturer's suggested retail price that does not exceed USD \$50,000.

### The kind of coverage you receive:

- MasterRental will pay for covered damages on a primary basis for which you or any other authorized driver is legally responsible to the rental agency.
- Covered damages include:
  - Physical damage and theft of the vehicle, not to exceed the limits outlined below.
  - Reasonable loss of use charges imposed by the vehicle rental agency for the period of time the rental vehicle is out of service. Loss of use charges must be substantiated by a location and class specific fleet utilization log.
  - Reasonable towing charges to the nearest factory-authorized collision repair facility.
  - Secondary Personal Effects benefits covers damage or theft of such effects. You must first file under other applicable insurance (for example, home or business), then we'll cover whatever is not covered by your insurance.
  - Theft or damage to personal effects while in transit in the rental vehicle or in any building en route during a trip using the rental vehicle.
- If you or an authorized driver's primary vehicle insurance or other coverage has made payments for a covered loss, MasterRental will cover your deductible and any other eligible amounts not covered by other insurance.
- This coverage is not all-inclusive, which means it does not cover such things as personal injury or personal liability. It does not cover you for any damages to other vehicles or property. It does not cover you for any injury to any party.

### Who is covered?

- The MasterCard cardholders and those designated in the vehicle rental agreement/contract as authorized drivers.
- You, your associates, and your immediate family are covered by the Secondary Personal Effects benefit, subject to the limits below.

### Excluded rental vehicles:

- All trucks, pickups, full-size vans mounted on truck chassis, campers, off-road vehicles, and other recreational vehicles.
- All sport utility trucks. These are vehicles that have been or can be converted to an open, flatbed truck (including, but not limited to, Chevy Avalanche, GMC Envoy, and Cadillac Escalade EXT).
- Trailers, motorbikes, motorcycles, and any other vehicle having fewer than four (4) wheels.
- Antique vehicles (vehicles that are more than twenty (20) years old or that have not been manufactured for at least ten (10) years) or limousines.
- Any rental vehicle that has a manufacturer's suggested retail price that exceeds USD \$50,000.

### Where you are covered:

In general, coverage applies worldwide, but there are exceptions:

- You may be unable to receive benefits in Australia, Ireland, Israel, Italy, Jamaica, and New Zealand. Please contact your vehicle rental agency before you travel.
- Coverage is not available where prohibited by law.

### Coverage limitations:

- MasterRental will pay the lesser of the actual repair amount, current market value (less salvage), or USD \$50,000 per incident for which the MasterCard cardholder or any other authorized driver is legally responsible to the rental agency.
- Secondary Personal Effects benefit will pay up to USD \$1,000 per covered person, per occurrence, not to exceed a total of USD \$2,000 per any single rental period.
- MasterRental will not pay for or duplicate the Collision/Damage Waiver coverage offered by the rental agency.

### What is **not** covered:

- Vehicle not rented by the MasterCard cardholder or authorized user on MasterCard account.
- Any person not designated in the rental agreement/contract as an authorized driver.
- Any obligations you assume other than that which is covered under MasterRental coverage.
- Any violation of the written terms and conditions of the rental agreement/contract.
- Any loss that occurs while driving under the influence of drugs or alcohol; racing; reckless driving.
- Losses involving the theft of the rental vehicle when the renter or authorized driver cannot produce the keys to the rental vehicle at the time of reporting the incident to police and/or rental agency, as a result of negligence.
- Mechanical failures caused by wear and tear, gradual deterioration, or mechanical breakdown.
- Subsequent damages resulting from a failure to protect the rental vehicle from further damage.
- Blowouts or tire/rim damage that is not caused by theft or vandalism or is not a result of a vehicle collision causing tire or rim damage.
- Rental vehicles where Collision/Damage Waiver coverage was accepted/purchased by you or given to you by the rental agency.
- Any damage that is of an intentional or non-accidental nature caused by the renter or authorized driver(s) of the rental vehicle. [Except for residents of the State of New York, this exclusion is modified by the following limitation. This exclusion does not apply if 1.) an individual or joint cardholder is liable for damages to the rental vehicle under the rental agreement/contract or liable for the charges from damages to the rental vehicle under the credit card agreement, 2.) the individual or joint cardholder is a victim of domestic violence and did not cooperate in or contribute to the damage, 3.) the damage arises out of a pattern of criminal domestic violence, and 4.) the perpetrator of the damage is criminally prosecuted for the act or acts causing the damage for which a claim is being made under this coverage. For New York State residents, this modification does not apply and is not in effect.]
- Depreciation, diminishment of value, administrative, or other fees charged by the vehicle rental agency.
- Vehicles with a rental agreement/contract that exceeds or is intended to exceed a rental period of 31 consecutive days from a rental agency.
- Losses resulting from any kind of illegal activity.
- Damage sustained on any surface other than a bound surface such as concrete or tarmac.
- Losses as a result of war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Any loss involving the rental vehicle being used for hire, for commercial use, or as a public or livery conveyance.
- Indirect or direct damages resulting from a covered claim.
- Theft of, or damage to, unlocked or unsecured vehicles.
- Value-added tax, or similar tax, unless reimbursement of such tax is required by law.

**How to file a claim under MasterRental coverage:**

- Call 1-800-MC-ASSIST to request a claim form. You must report the claim within 30 days of the loss or the claim may not be honored.

**You may choose to assign your benefits under this insurance program to the rental agency from which you rented your vehicle. Please contact 1-800-MC-ASSIST for further details.**

- Submit the following documentation within 180 days of the incident or the claim will not be honored:
  - Completed and signed claim form.
  - MasterCard receipt showing the rental.
  - MasterCard statement showing the rental.
  - The rental agreement (front and back).
  - Copy of valid driver's license (front and back).
  - Report from police verifying that vehicle was stolen, vandalized, or involved in a collision.
  - Itemized repair estimate from a factory authorized collision repair facility.
  - Copy of vehicle rental agency promotion/discount, if applicable.
  - Copy of the vehicle rental location class-specific fleet utilization log if loss of use charges are being claimed. You must secure this log from the rental agency.
  - For Personal Effects benefits:
    - Report from police listing items stolen.
    - Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowner's, renter's, or auto insurance policy).
    - Photograph clearly showing damage, if applicable.
  - Any other documentation that may be reasonably requested to validate a claim.

**Reminder: Please refer to the Final Legal Disclosure section. MR-CORP-DCB (1-05)**

## PURCHASE ASSURANCE COVERAGE

MasterCard cardholders can benefit from the security and safety offered through Purchase Assurance Coverage. If something you bought with your MasterCard card is damaged or stolen within 90 days of purchase, you may be eligible for benefits under this coverage. Purchase Assurance Coverage is an insurance program.

**Key terms:**

- **You or Yours** means MasterCard cardholder.
- **Stolen** means items that are taken by force or under duress or the disappearance of the item from a known place under circumstances that would indicate the probability of theft.
- **Damage** means items that can no longer perform the function they were intended to do in normal service due to broken parts or material or structural failures.

**To get coverage:**

- You must purchase the new item entirely with your MasterCard card for yourself or to give as a gift.
- Original purchase does not have to be registered to receive this benefit.

**The kind of coverage you receive:**

- Most items you purchase entirely with your MasterCard card are covered if damaged or stolen for 90 days from the date of purchase as indicated on your MasterCard receipt.
- Items you purchase with your MasterCard card and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or coverage benefit.

**Coverage limitations:**

- Coverage is limited to the actual cost of the item (excluding delivery and transportation costs).
- Coverage is limited to a maximum of USD \$10,000 per claim and a total of USD \$50,000 per cardholder account per twelve (12) month period.

- Purchases that are made up of a pair or set will be limited to the cost of repair or replacement of the specific item stolen or damaged. If the specific item cannot be replaced individually or repaired, the value of the pair or set will be covered not to exceed the limits above.
- Coverage for stolen or damaged jewelry or fine art will be limited to the actual purchase price as listed on your credit card statement, regardless of sentimental or appreciated market value.

**What is NOT covered:**

- Items left in public sight, out of arm's reach, lacking care, custody, or control by the MasterCard cardholder or responsible party.
- Lost items, and items that mysteriously disappear (the only proof of loss is unexplained or there is no physical evidence to show what happened to the item) without any evidence of a wrongful act.
- Items that are stolen from any location or place (including, but not limited to, exercise facilities, places of employment, schools, or places of worship) due to the lack of due diligence by you or another party. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.
- Items lost, stolen, damaged, or mis-delivered while under the care, custody, and control of another party or common carrier (including, but not limited to, airlines, the U.S. Postal Service, UPS, FedEx, or other delivery services).
- Losses due to normal wear and tear, misuse, gradual deterioration, and/or abuse.
- Losses resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Losses that cannot be verified or substantiated.
- Items covered by a manufacturer's recall or class action suit.
- Items that you damage through alteration (including, but not limited to, cutting, sawing, shaping).
- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Stolen items without documented report from the police.
- Items that are damaged during transport via any mode.
- Items stolen from the interior or exterior of a watercraft/boat, aircraft, motorcycle, automobile or any other motor vehicles.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles or their motors, equipment, or accessories. Motorized equipment not designed for transportation and used solely for the upkeep and maintenance of a residence is eligible for coverage (including, but not limited to, snow thrower, lawn mowers, and hedge trimmers).
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Traveler's checks, tickets of any kind (for example, for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare or precious metals, stamps, and coins and currency or its equivalent.
- Losses caused by insects, animals, or pets.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Items purchased for resale or rental use.
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods, or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, computer programs, operating software, and other software.
- Losses resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Losses caused by power surge, and contamination by radioactive or other hazardous substances, including mold.
- Losses caused by inherent product defects or pre-existing conditions.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).

- Losses caused by liquids, fluids, oils, chemicals, or bodily fluids/excretions.
- Indirect or direct damages resulting from a covered loss.
- Game animals, pets, or specimens preserved for display (for example, fish, birds, reptiles, or mammals).
- Items stolen or damaged at a construction/work site.
- Rented, leased, or borrowed items for which you will be held responsible.

#### How to file a claim under Purchase Assurance coverage:

- Call 1-800-MC-ASSIST to request a claim form. You must report the claim within 30 days of the loss or the claim may not be honored.
- Submit the following documentation within 90 days of the date you report the claim:
  - Completed and signed claim form.
  - Proof of loss.
  - Photograph clearly showing damage, if applicable.
  - MasterCard receipt showing purchase of covered item.
  - MasterCard statement showing purchase of covered item.
  - Itemized purchase receipt.
  - Report from police listing items stolen.
  - Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowner's, renter's, or auto insurance policies).
  - Any other documentation that may be reasonably requested to validate a claim.

**Reminder: Please refer to the Final Legal Disclosure section. PA-CORP-DCB (1-05)**

## EXTENDED WARRANTY COVERAGE

MasterCard cardholders can benefit from the security and safety offered through Extended Warranty coverage. Extended Warranty Coverage is an insurance program.

#### Key term:

- **You or Yours** means MasterCard cardholder.

#### To get coverage:

- You must purchase the new item entirely with your MasterCard card for yourself or to give as a gift.
- The item must have an original manufacturer's (or U.S. store brand) warranty of 60 months or less.
- The original purchase does not have to be registered to receive this benefit.

#### The kind of coverage you receive:

- Extended Warranty doubles the original warranty time period and duplicates the coverage of the original manufacturer's (or U.S. store brand) warranty up to a maximum of 12 months on most items you purchase. For products with multiple warranty components, each warranty time period will be duplicated up to a maximum of 12 months. Should you fail to properly register the original warranty as required by manufacturer, Extended Warranty will only double the actual warranty time period that you received from the manufacturer. An example of a product with multiple warranty components includes an appliance with original manufacturers' (or U.S. store brand's) warranties that differ for parts, labor, compressor, and so on.
- If you purchase a service contract or an optional extended warranty of 12 months or less on your item, Extended Warranty will cover up to an additional 12 months after both the original manufacturer's (or U.S. store brand's) warranty and the purchased service contract or extended warranty coverage period end. If your service contract or extended warranty exceeds 12 months, this coverage does not apply.
- If you do not have an additional service contract or an optional extended warranty, this Extended Warranty benefit commences the day after your original manufacturer's (or U.S. store brand's) warranty expires.

#### Coverage limitations:

- The maximum Extended Warranty benefit for repair or replacement shall not exceed the actual amount charged on your MasterCard card or USD \$10,000, whichever is less.
- If either the original manufacturer's (or U.S. store brand's) warranty or the service contract covers more than 60 months, Extended Warranty benefits will not apply.

- The administrator will decide if a covered failure will be repaired or replaced or whether you will be reimbursed up to the amount paid for the item. Items will be replaced with those of like kind and quality. However, we cannot guarantee to match exact color, material, brand, size, or model.

#### What is NOT covered:

- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a manufacturer warranty (repair or replacement amount will not include market value at time of claim); recycled, previously owned, refurbished, rebuilt, or remanufactured items; product guarantees (such as, glass breakage); or "satisfaction guaranteed" items.
- Floor models that do not come with an original manufacturer warranty.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles or their motors, equipment, or accessories. Parts, if purchased separately, may be covered.
- Land; any buildings (including, but not limited to, homes and dwellings); permanently installed items, fixtures, or structures.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Professional Services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods, or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, operating software, and other software.
- All types of media with stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, film, and audio cassettes).
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Indirect or direct damages resulting from a covered loss.
- Mechanical failure arising from product recalls.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband, or illegal activity or acts.
- Mechanical failures caused by normal wear and tear or gradual deterioration where no failure has occurred.
- Items purchased for resale or rental use.
- Mechanical failures caused by lack of maintenance/service
- Losses caused by power surge; contamination by radioactive or other hazardous substances, including mold.

#### How to file a claim for Extended Warranty coverage:

- Call 1-800-MC-ASSIST to request a claim form. You must report the claim within 30 days of the failure or the claim may not be honored.
- Submit the following documentation within 90 days from the date of failure or the claim may not be honored:
  - Completed and signed claim form.
  - MasterCard receipt showing covered item.
  - MasterCard statement showing covered item.
  - Itemized purchase receipt.
  - Original manufacturer's (or U.S. store brand's) warranty.
  - Service contract or optional extended warranty, if applicable.
  - Itemized repair estimate from a factory-authorized service provider.
  - Any other documentation that may be reasonably requested to validate a claim.

**Reminder: Please refer to the Final Legal Disclosure section. EW-CORP-DCB (1-05)**

## TERMS AND CONDITIONS FOR MASTERASSIST

This document details the MasterAssist™ services available to you as a member of the plan described as follows.

**Eligibility:** In order to be eligible for the services and benefits offered by MasterCard International through AX Assistance USA, You must be a beneficiary as defined below. Membership to the program is non-transferable.

**Duration of Coverage:** As long as You remain a MasterCard cardholder in good standing, You will have access to the assistance services described herein.

**Availability of Services:** MasterAssist is available worldwide, with the exception of those countries and territories which may be involved in an international or internal conflict, or in those countries and territories where the existing infrastructure is deemed inadequate by AX Assistance USA to guarantee service. The Beneficiary may contact MasterAssist prior to embarking on a covered trip to confirm whether or not services are available at his/her destination(s).

**Access:** The services and benefits offered in the MasterCard program will be arranged by AX Assistance USA.

**For 24-hour emergency assistance call the MasterCard Assistance Center at:**

Toll free number in the United States: 1-800-67-769

Outside the United States, call collect at 68-722-7111

### I. GENERAL DEFINITIONS

**Beneficiary:** An eligible MasterCard® cardholder in good standing whose card has been issued by an institution located in the United States and with his/her permanent address of residence within the United States; such cardholder's spouse; or, a dependent child under the age of nineteen (19) or under the age of twenty-five (25) in the case of a dependent full-time college student. In either case the family member resides permanently at the same address as the cardholder and is traveling with the cardholder.

**Family Member:** Any Beneficiary's common law spouse, and his or her children.

**MasterAssist™:** Service provided by AX Assistance USA, Inc. on behalf of MasterCard International.

### II. CONTENT OF THE ASSISTANCE SERVICES

The Beneficiary is entitled to obtain the following services (i) when 100 miles (160km) or more away from such Beneficiary's primary residence; or (ii) while traveling overseas outside the home country of origin:

#### 1. TRAVEL MEDICAL EMERGENCY ASSISTANCE

**Referrals to medical services:** If you have a medical emergency while traveling,

**MasterAssist will refer you to qualified:** physicians, hospitals, clinics, ambulances, private duty nurses, dentists, dental clinics, services for the disabled, opticians, ophthalmologists, pharmacies, suppliers of contact lenses and medical aid equipment.

For the convenience of the cardholder, MasterAssist will make arrangements for a general practice physician to consult the Beneficiary's hotel or current location while traveling. Although MasterAssist service will make every effort, this service may not be available in all states and countries. If a physician can not be dispatched, other arrangements will be made by MasterAssist and options will be offered to the Beneficiary. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder.

**Hospital admission:** If you require hospitalization, MasterAssist can organize the hospital admission and, if requested, the guarantee of medical expenses. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

#### Medical transportation/Medical evacuation

If the MasterAssist medical department determines that adequate medical facilities are not locally available in the event of an accident or illness, MasterAssist service will arrange for an emergency evacuation to the nearest facility capable of providing adequate care. The MasterAssist service team of physicians will be able to make travel recommendations including the mode of transport, whether or not an escort is needed (medical or non-medical), as well as ground transport requirements (for example, wheelchair assistance, ambulance at each end). It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder.



#### Repatriation of remains

In the event of the Beneficiary's death, MasterAssist will arrange for the repatriation of remains to the place of burial in his/her country of residence. Transportation of remains will be subject to international laws and regulations. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder.

#### Prescription transfer/shipping

MasterAssist helps the Beneficiary replace lost or misplaced medication or other important items such as eyeglasses or contact lenses, by first endeavoring to find a local resource for replacement, or by locating and arranging prompt shipment of the item or its equivalent (subject to local law).

#### 2. TRAVEL SERVICES MEDICAL PROTECTION

If you have a medical emergency away from home,

MasterAssist Medical Protection can help you get the best care. MasterAssist Medical Protection is an insurance program.

**What is covered:**

- A global referral network of local physicians, dentists, hospitals, and pharmacies.
- Emergency treatment by a physician or dentist, for covered medical, surgical, and dental conditions arising from illness or accidental injury incurred during your trip. Each covered individual can receive up to USD \$2,500 in coverage. (Because coverage is secondary, file with your own insurance company first, then we'll help cover the difference.) There is a deductible of USD \$50 per person, per trip.
- Coverage is limited to emergency medical services resulting from accidental injury or emergency illness, which, if not treated immediately, could be expected by a prudent layperson to place a patient's life, or the life of an unborn child, in jeopardy or seriously impair the patient's bodily functions. Emergency illness benefits are limited to a maximum of USD \$500 per day.
- If you're hospitalized while traveling alone, we'll make arrangements to obtain care. If needed, we'll pay for transportation to another medical facility or your home. If you're traveling with dependent children, we'll arrange, and pay, for their return home if your hospitalization is expected to last 8 days or more.
- When you're traveling alone and hospitalized outside the United States for more than 8 days, we'll make and pay for travel arrangements for a round-trip, economy-class ticket to bring a relative or close friend to you. If you need to recuperate in a hotel after hospitalization, we'll pay up to USD \$75 a day, up to 5 days, to help cover hotel expenses.
- If you die while traveling, we'll arrange for your remains to be sent home, pay for repatriation, and help make arrangements for your travel companions(s) to get home. We would do the same for you if your travel companion(s) should die.
- If one of your immediate relatives dies at home while you're traveling abroad, we'll pay for your return to the United States.
- Coverage is secondary to any existing health and dental coverage (such as worker's compensation, disability benefits law, or similar law) whether or not a claim is filed under such insurance.

**Who is covered:**

- You, your spouse, and unmarried dependent children under age 22, traveling with you.

**Where you're covered:**

- At locales 100 miles or more from your home\*, except in Afghanistan, Iran, Iraq, Kampuchea, Laos, Libya, Myanmar, North Korea, Sri Lanka, Vietnam, and other countries we deem unsafe.

**When you're covered:**

- You're covered from the day you leave until midnight of the 60th day of your trip, or the day you return to your city of residence, whichever is sooner. If your trip is extended due to a covered illness or injury, coverage extends to 48 hours after your return.

**What is NOT covered:**

- Services, supplies, or charges not prescribed by, or performed by, or upon the direction of a physician or dentist, not medically necessary, rendered by other than hospital providers, not legally obligated to pay in the absence of any coverage.

- Experimental/investigative services, or telephone consultations.
- Medical or dental expenses payable under any existing group health or accident insurance or for any expenses incurred after your return to your city of residence.
- War or hostilities of any kind (for example, invasion, rebellion, insurrection, riot, or civil commotion); confiscation or damage caused by any government, public authority or customs official; risks of contraband; illegal activity or acts and military duty.
- Air travel, except as a passenger on a licensed aircraft operated by an airline or air charter company.
- Non-emergency services, supplies, or charges.
- Injury, illness, or loss due to normal pregnancy or childbirth, professional athletics or training, participation in any athletic events that require payment of any entry fee, including training for such event(s); mountain climbing, motor competition, intentionally self-inflicting harm.

**Additional information:**

- All medical transportation must be approved by both the attending doctor and the Assistance Center staff. All other travel benefits must be approved in advance by the Center. All travel will be scheduled, economy class, if original ticket(s) cannot be used. MasterAssist must be given the return ticket(s), or must be reimbursed the value of unused ticket(s). Expenses without prior approval of the Center will not be reimbursed. The maximum amount paid for travel and repatriation costs, beside shipment of remains, is USD \$0,000 on any single covered trip.
- By making a request for assistance, or a claim for health or dental benefits, you assign to AX Assistance the rights to receive benefits and/or reimbursement payable under other health or dental insurance for covered services performed or paid for by AX Assistance.

**How to file a claim:**

1. Call 1-800-MC-ASSIST to obtain a claim form. Report the claim within 60 days of the completion of the care you receive, or we will not be able to honor your claim.
2. Complete and send the claim form with all documentation to the MasterCard Assistance Center.

**Reminder: Please refer to the Final Legal Disclosure section.**

If a cardholder's mailing address is in the State of New York, mileage requirement is not applicable.

**3. LEGAL ASSISTANCE**

The Beneficiary is entitled to obtain the following services:

**Legal Referrals**

MasterAssist provides referrals to lawyers or other legal service providers including the provider's name, address, telephone number, office hours, specialty and language resources. Whenever there is sufficient information to do so, we shall refer you to two or more legal professionals so that the Beneficiary may have the benefit of choosing. MasterAssist uses reasonable efforts to ensure that its referrals are to legal service providers who meet the reasonable professional standards of the country or city where the traveler is located. MasterAssist will also follow up with the Beneficiary in each case to ensure that the service rendered was satisfactory.

**Legal Assistance—Up to USD \$1,000**

If you are jailed (or threatened to be) following a road traffic accident, MasterAssist can appoint and advance the fees of a lawyer. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

**Advance payment for bail bond—Up to USD \$5,000**

If you are jailed (or threatened to be) following a road traffic accident, MasterAssist shall advance the bail bond. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

**4. TRAVEL PERSONAL ASSISTANCE**

MasterAssist will make available to Beneficiary:

- Information for preparing a journey
- Information on visas, passports
- Information on inoculation requirements for foreign travel
- Information on customs and duty regulations,
- Information on foreign exchange rates and value-added taxes
- Referrals to Embassies or Consulates

- Referrals to Interpreters
- Dispatch of an Interpreter

In case of imprisonment, hospitalization or circumstances that demand the services of an interpreter, MasterAssist shall make the necessary arrangements to provide the Beneficiary with an interpreter. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

**5. TRAVEL-ORIENTED EMERGENCY ASSISTANCE**

**Cash advances Up to USD \$5,000**

In the event of lost or stolen cash, Travelers Checks, credit and charge cards or in the event that there are no ATMs available at the Beneficiary's location, MasterAssist shall advance cash to the Beneficiary (to be charged to cardholder's account and subject to authorization by the Card issuer).

**Urgent message relay**

Transmission of urgent messages from the Beneficiary to relatives, business associates, friends residing in his/her country of residence and vice versa.

**Luggage assistance**

MasterAssist shall provide assistance in locating lost luggage and shall provide to the Beneficiary regular updates on the location status.

**Lost document, ticket replacement, and return trip assistance**

In case of loss or theft of the MasterCard card, travel tickets, passport, visa or other identity papers necessary to return home, MasterAssist will provide assistance in replacing them by contacting local police, consulates, airline company or other appropriate entities.

In the event of loss or theft of the transportation ticket to return home, a replacement transportation ticket can be arranged. It is expressly understood and agreed upon that all costs are the sole responsibility of the cardholder, and can be charged to the cardholder's account, subject to authorization by the Card Issuer.

**III. COST OF TRAVEL ASSISTANCE SERVICES PROVIDED**

MasterAssist offers valuable emergency assistance services, however it is not insurance coverage. Please keep in mind that you will be responsible for the fees incurred for professional or emergency services requested of MasterAssist™ Travel Assistance Services (such as, medical or legal bills). Most of the assistance services are offered to the cardholder at no cost; however, according to circumstances and depending on the nature of the requested service, AX Assistance may have to advance payment on behalf of the cardholder subject to the cardholder's approval. In this case, the advanced payment and associated delivery fees shall be reimbursed to AX Assistance through the debit of the cardholder's MasterCard Card account, subject to prior approval of the cardholder's issuing bank. In the event approval for the charge is not granted by the issuing bank, the payment coverage/monetary advance will not be provided.

**6. MASTER ROAD ASSIST SERVICE**

- If your car breaks down on the road while you are traveling in the 50 United States or the District of Columbia, just call 1-800-MC-ASSIST and tell us where you are.
- We'll send someone to the rescue. This is not only reassuring, but it may also save you money because fees for many services (jump-starts, towing, gas delivery, tire changes) are pre-negotiated. Road service fees will be automatically billed to your MasterCard Card account.
- You are responsible for emergency road service charges incurred by towing facilities responding to your dispatch, even if you are not with your car (or it's gone) when the tow truck arrives. MasterCard International is not responsible or liable for the service the towing facility provides. Towing facilities are independent contractors, solely liable for their services.
- Emergency road service is not available in areas not regularly traveled, in "off-road" areas not accessible by ordinary towing vehicles, or for over one-ton capacity trailers, campers, or vehicles-in-tow.
- If you have a rental vehicle, be sure to call the car rental agency before you call 1-800-MC-ASSIST, as many rental agencies have special procedures regarding emergency road service.

**Reminder: Please refer to the Final Legal Disclosure section.**



## ACCOUNT AND BILLING INFORMATION

**Important:** Contact your card-issuing financial institution directly for questions concerning your account, such as account balance, credit line, billing inquiries (including transaction exchange rates), merchant disputes, or information about additional services not described in this Guide. Your financial institution's phone number should be available on your monthly billing statement or on the back of your card.

## FINAL LEGAL DISCLOSURE

This Guide is not a policy or contract of insurance or other contract.

Benefits are purchased by MasterCard and provided free to you, but non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

MasterRental, Purchase Assurance, Extended Warranty, and Travel Services Medical Protection coverage are provided under a master policy of insurance issued by Virginia Surety Company, Inc. This Guide is intended as a summary of benefits provided to you. All information about the insurance benefits listed in this Guide is governed by the conditions, limitations, and exclusions of the master policy.

As the insurer of the MasterCard coverage described herein, Virginia Surety Company, Inc. ("VSC") collects personal information about you from the following sources:

Information the insurer gathers from you, from your request for insurance coverage, or other forms you furnish to the insurer, such as your name, address, telephone number, and information about your transactions with the insurer such as claims made and benefits paid. The insurer may disclose all information it collects, as described above, to companies that perform administrative or other services on our behalf solely in connection with the insurance coverage you have received. The insurer does not disclose any personal information about former insureds to anyone, except as required by law. The insurer restricts access to personal information about you to those employees who need to know that information in order to provide coverage to you. The insurer maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information. Should you have any questions about the insurance procedures or the information contained within your file, please contact the insurer by writing to:

Compliance Department  
Virginia Surety Company, Inc.  
175 W. Jackson Blvd.  
Chicago, IL 60604

**Effective date of benefits:** Effective February 1, 2008, this Guide replaces all prior disclosures, program descriptions, advertising, and brochures by any party. MasterCard and the insurer reserve the right to change the benefits and features of these programs at any time.

**Cancellation:** We can cancel these benefits at any time or choose not to renew the insurance coverage for all cardholders. If we do cancel these benefits, you will be notified at least sixty (60) days in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to MasterCard, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

**Benefits to you:** These benefits apply only to MasterCard cardholders whose cards are

issued by U.S. financial institutions. The United States is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the MasterCard cardholder shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

**Transfer of rights or benefits:** No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim administrator for these benefits.

**Representation and fraud:** Benefits shall be void if the MasterCard cardholder has concealed or misrepresented any material facts concerning this coverage.

**Due Diligence:** All parties are expected to exercise due diligence to avoid or diminish any theft, loss, or damage to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

**Subrogation:** If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or cardholder who receives payment under these benefits must transfer to the insurance company his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from the cardholder.

**Salvage:** If an item is not repairable, the claim administrator may request that the cardholder or gift recipient send the item to the administrator for salvage at the cardholder's or gift recipient's expense. Failure to remit the requested item for salvage to the claim administrator may result in denial of the claim.

In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

Benefits listed in this Guide are subject to the conditions, limitations, and exclusions described in each benefit section. **Receipt or possession of this Guide to Benefits does not guarantee coverage or coverage availability.**



This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or a member's, or the MasterCard actual offerings, such master policies or actual offerings shall control.

1-800-MC-ASSIST • 1-800-MC-ASSIST • 1-800-MC-ASSIST • 1-800-MC-ASSIST • 1-800-MC-ASSIST •

To file a claim or request MasterAssist Services,  
call 1-800-MC-ASSIST (1-800-622-7747),  
or en Español: 1-800-633-4466.  
Visit our Web site at [www.mastercard.com](http://www.mastercard.com).



## Farmers & Merchants Union Bank Business Debit Card Rules

These Rules govern the relationship between the financial institution (“Bank”) and the business organization (“Business”) whose name appears on the Business Debit Card Application (“Application”).

**WHEREAS**, Business desires to have the Bank issue certain debit cards (“Cards”) in the name of the Business for the use by Business’s officers, employees, or other agents (“Employees”), as more particularly designated on the Application and:

**WHEREAS**, the Bank is willing to issue such Cards pursuant to the terms of this Agreement.

**NOW, THEREFORE**, the parties agree as follows:

1. **Terminals and the Card.** Subject to such restrictions as may be imposed by Bank, the Card may be used by Employees at any electronic funds terminal bearing the PULSE name and logo and such other terminals as Bank may designate to Business from time to time (each “Terminal”), to perform any of the transactions listed in Section 20 of these Rules which the Terminal will perform and in connection with each checking and/or savings account of Business with Bank or the Card issuer which Business has requested to use with the Card and Bank has approved (collectively the “Account”).
2. **Authorization to Debit or Credit Account.** Each time your card is used, you authorize Bank to debit or credit your account for the amount shown on any sales draft, withdrawal order or credit voucher originated by the use of the Card, whether or not signed by you. Bank is permitted to handle all such transactions in the same way it handles authorized checks and deposits on your Account.
3. **Card Issuance.** The Bank will issue Cards in the name of the Business as designated in the Application. All Cards must be signed immediately upon receipt by the Employees, but all Cards remain the property of the Bank and must be surrendered to the Bank upon demand. Business acknowledges that the Bank is providing such service to Business as an accommodation party only and, except as otherwise provided by law, the Bank is not responsible in any way for the manner in which the Cards are utilized. Cards should be issued in the names as listed on the Application.
4. **Liability and Promise to Pay.** Tell us at once if you believe your card or PIN number has been lost or stolen. Business’s liability to Bank for unauthorized use of the Card shall not exceed (a) \$0 if the cardholder has exercised reasonable care in safeguarding such card from risk of loss or theft; the cardholder has not reported two or more incidents of unauthorized use to the issuer in the immediately preceding 12-month period; and the account to which transactions initiated with such cards are posted is in good standing or (b) or lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to the Bank if the conditions set forth in (a) are not met. Notice is sufficient when Business takes such steps as are reasonably necessary to

provide Bank with the pertinent information. In the event of a lost Card or of unauthorized use of a Card, immediately notify the Bank during normal business hours at 920-623-4000. SHAZAM Customer Service will be available during our non-operational hours to respond to Employees reporting lost or stolen cards. Employees can also call SHAZAM's interactive voice response (IVR) system to report lost or stolen cards at 800-383-8000. Notwithstanding the foregoing, if an employee furnishes another person with the Card or PIN number, Business shall be deemed to authorize all transactions that may be accomplished at a Terminal until Business has given actual notice to Bank that further transactions are unauthorized. Business shall be obligated to Bank for the amount of any money, property or services obtained by the authorized use of the Card, to the extent that Bank is unable to charge such amount to the Account designated by the Business; and each Business hereby authorizes Bank to charge the amount of any such obligation to any other accounts at Bank by any Business authorized to use the Card.

5. **Security Measures.** In an effort to better protect Business and Employees from lost Cards or unauthorized use of the Cards, the Bank requires that Employees each have a different Personal Identification Number (PIN). The Card and PIN number are provided solely for the Business's use and protection. Employee shall at all times (a) safely keep the Card and PIN number and do not permit anyone else to use them; (b) not record the PIN number on the Card or otherwise disclose it or make it available to anyone else; and (c) use the Card, PIN number and Terminals only as instructed and only for purposes from time to time authorized by Bank. Customer will immediately report to Bank any loss, theft, disappearance or known or suspected unauthorized use of the Card or any disclosure of the PIN number. The Bank assumes no duty to discover any breach of security by Business or Employees or the unauthorized disclosures or use of a PIN.
6. **Business Day Disclosure.** Our business days are Monday through Friday. The following holidays are not included as business days: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
7. **Statements and Disputed Debits.** Each month Business will receive an account statement ("Monthly Statement") showing, among other things, all debits made by use of the Cards. Business can dispute any debit by calling the Bank and providing:
  - a. Cardholder name(s)
  - b. Business name
  - c. Dollar amount of any dispute or suspected error
  - d. Reference number
  - e. Description of the dispute in error
8. **Charge Backs.** As to any transaction which involved a sale of goods or services which is paid for directly through a Terminal and does not involve a check or draft, the Bank shall, upon receipt within three banking business days of the transaction of written or oral notice from Business, the transaction will be charged back to the merchant. The Account will be recredited upon completion of the

chargeback procedure. There will be charge for this, equal to the Bank's current stop payment fee, which will be debited to that Account.

9. **Stop Payment.** You are not permitted to stop payment on any purchase or cash withdrawal originated by any use of the Card, and we have no obligation to honor any such stop payment requested by you.
10. **Notice and Communication.** Except with respect to notices relating to lost or stolen Cards, or Disputed Debits, all notices, requests and other communications provided for hereunder must be directed to the Bank at the respective address indicated below and, unless otherwise specified herein, must be in writing, postage prepaid or hand-delivered or delivered by telecopy (fax). Either party may, by written notice to the other, change its address indicated below.

Farmers & Merchants Union Bank  
159 West James Street  
Columbus, WI 53925  
Telephone: (920) 623-4000  
Fax Number: (920) 623-4010

11. **Information Deemed Confidential.** The Bank agrees that it will maintain all data relative to Business's accounts as confidential information and will exercise the same standard of care and security to protect such information as the Bank uses to protect its own confidential information. The Bank agrees to use such data exclusively for the providing of services to Business and Employees hereunder and not to release such information to any other party, except as follows: Bank is authorized to disclose to third parties Information concerning the Account and transactions involving the Account (a) where it is necessary for completing or tracing transactions or resolving errors or claims or (b) in order to verify the existence and condition of the Account for a third party (such as a credit bureau or merchant) or (c) in order to comply with governmental agency or court orders or (d) if Business gives Bank written permission to disclose.
12. **Card Use.** Business represents and warrants, on behalf of itself and its Employees, that the Cards will only be used for business purposes.
13. **Limitations on Use of Card.** The Employee may not:
  - a. Request any transaction at a Terminal if Employee knows or is informed by or at the Terminal, or by a clerk, that the Terminal is malfunctioning or not operating.
  - b. Attempt to complete any transaction at a Terminal which requires the assistance of a clerk to complete, except on the same day and at the same place where Employee initiated the transaction.
  - c. Attempt to initiate any transaction in connection with an Account which has been closed by Business or Bank, or which is subject to legal process or other encumbrances.
  - d. Request a withdrawal or transfer of funds from an Account with the following limitations:

Request a withdrawal or transfer that would overdraw the Account. You may make no more than three cash withdrawals from ATM/PULSE terminals each day or more than seven purchases from POS terminals (Merchant Transactions) each day. The maximum dollar limit per day will be found on

your Application. Terminals or terminal operators may have other limits on the amounts of withdrawals or deposits.

- e. Deposit funds to an Account (1) by means of anything other than transfer from another Account, cash or a completed negotiable instrument payable in U.S. dollars, dated within six months prior to the date of the attempted deposit, drawn by or properly endorsed by Employee and the amount of which does not violate any restrictions on the instrument; or (2) in an amount in excess of any limitations imposed by the Terminal operator. Neither Bank nor any Terminal owner is liable to Business and/or Employee if the transaction is not completed and Business and/or Employee has violated any of these Rules.

14. **Transaction Receipts.** You can get a receipt at the time you make any transfer to or from your account using a terminal or making purchase with your card.
15. **Lost or Stolen Cards.** If a Business Debit Card is lost or stolen, the Employee should call the Bank during normal business hours at 920-623-4000. SHAZAM Customer Service will be available during non-operational hours to respond to Employees reporting lost or stolen cards. Employees can also call SHAZAM's interactive voice response (IVR) system to report lost or stolen cards at 800-383-8000.
16. **Termination.** The Bank shall have the right, at its sole discretion, to terminate Business's privileges hereunder.
17. **Return of Cards.** All Cards shall be deemed cancelled effective upon termination of this Agreement and Business shall instruct the Employees to cut in half all Cards. Business shall remain liable for all debits or other charges incurred or arising by virtue of the use of a Card prior to and after the termination date.
18. **Amendments and Change in Terms.** The Bank may from time to time amend the terms of this Agreement to the extent allowed by applicable federal and state law. The Bank will notify Business by mail of such amendments, and subject to the requirements of applicable law, any amendment to this Agreement will become effective at the time stated in such notice.
19. **Refusal to Honor Cards.** The Bank is not responsible for the refusal of anyone to honor the Cards.
20. **Service Fees.** The Bank may charge Business a reasonable charge for photocopies and reprints which Business or any Employee may request and for other special services as allowed by law.
21. **Miscellaneous.** If any provision of the Agreement is determined to be unlawful or unenforceable for any reason, the remainder of the Agreement will remain enforceable.
22. **Governing Law.** The agreement and all transactions hereunder shall be construed as contracts subject to applicable federal law and the laws of the State of Wisconsin.
23. **Venue for Litigation.** In the event any litigation is required to enforce the terms and conditions of this Agreement, Business, on behalf of itself and its Employees, agrees that such litigation may only be commenced in the court of jurisdiction.
24. **Collection of Costs.** If the Bank hires an attorney to assist in collecting any amount due hereunder, or to enforce any right or remedy hereunder, Business

agrees to pay the Bank reasonable attorney's fees and expenses, and any other as permitted by law if the Bank prevails in the action to collect or enforce any right or remedy.

25. **MasterCard Currency Conversion.** If you effect a transaction with your MasterCard in a currency other than U.S. dollars, MasterCard International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCards. Currently the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would be used on the purchase date or cardholder statement posting date.
26. **Disclosure of Charges.** The following charges may be assessed against Business by the Bank for the privileges being conveyed hereunder. Fees may be subject to sales tax.
- a. Non TYME/PULSE ATM Transactions      \$2.00
  - b. Lost/Emergency card replacement fee      \$20.00
  - c. Emergency Replacement Mailing Fee      Costs as determined by shipper
  - d. If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

27. **Transactions Available Through Terminals**

- a. Withdrawal of cash from a checking or savings account.
- b. Deposit to checking or savings account.
- c. Transfer of funds between accessible accounts.
- d. Make purchases where MasterCard accounts are accepted.

NOTE: None of the Terminals perform all of the listed transactions.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC  
TRANSFERS

Telephone us at 920-623-4000

Fax us at 920-623-4010

Or Write us at:

Farmers & Merchants Union Bank

159 West James Street

Columbus, WI 53925

as soon as you can, if you think your statement or receipt is wrong or if you need more information about transfer listed on the statement or receipt.