



Mastercard Business Debit Card Application

Account Number _____ Suffix _____ Taxpayer ID No. _____

Business Name _____

- Corporation For profit Not for profit
- Partnership Limited Liability Company Sole Proprietorship Other _

County and State of Business _____

Business Address _____

Business Phone _____ Business Fax _____

Business Email _____

Number of Cards Requested _____

Cardholder Names & 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 the 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.*

Name _____ Date of Birth / / SSN _____

Signature _____ Date / /

Name _____ Date of Birth / / SSN _____

Signature _____ Date / /

Name _____ Date of Birth / / SSN _____

Signature _____ Date / /

Name _____ Date of Birth / / SSN _____

Signature _____ Date / /

Please return this form with two forms of identification via email to memberservices@mccu.com, fax at **281-754-5046**, or by mail to 18211 Katy Freeway, Houston, TX 77094, or drop it off at any of our branch locations.

Please contact us with any questions at [281-398-9900](tel:281-398-9900) / [800-753-2428](tel:800-753-2428).

Please review the attached disclosure and retain a copy for your records.

**Mastercard Business Debit Card Agreement
& Disclosure of Terms and Conditions
June 2020**

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 to this account unless varied or supplemented in writing. This Agreement also incorporates other terms and conditions provided separately with your account agreement as well as 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 of Texas as well as federal laws and regulations. Normal banking customs and practices also apply.

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 issuing 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 federal and state law. You agree to provide written instructions to all Cardholders that the Card shall not be used for consumer purposes. We do not monitor transactions to determine their purpose.

ACCOUNT REQUIREMENT, ENFORCEABILITY, PAYMENT RESPONSIBILITY AND TRANSFERABILITY

The services described in the Agreement will be available to you only as long as you maintain a business checking account 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 render any other part unenforceable.

USE OF CARDS AND SECURITY

The Card allows Cardholders to directly access the business checking or savings account specified in your card application. We will issue Cards and Personal Identification Numbers (PINs) to you at your request. Each Card will identify your business and the Cardholder. You agree that each Cardholder must sign their card before it may be used. You agree to require that both the Card and a PIN must be used together to obtain cash at designated ATMs. However, you may use your Card to purchase goods or pay for services without using a PIN. Once a card has been issued it cannot be transferred to another party. You agree to immediately notify us when you terminate a Cardholder’s rights, and will destroy the card or return it to us. You agree to provide written instructions to all Cardholders about the importance of protecting the card and PIN. You agree to review your receipts and periodic statement in a timely manner.

TERMINATION AND AMENDMENTS

We may terminate this Agreement with or without 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 your Account Agreement and Disclosure. Use of your card after the receipt of an amendment constitutes your acceptance of the change(s).

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 or after checks, drafts, and other items.

NOTICES

Any notices mailed to you under this Agreement will be mailed to the address we have for you in our records. You agree to keep us notified of your current mailing address.

OVERDRAFT PROTECTION

If your account has an overdraft protection feature, unless you have otherwise agreed in writing, Card transactions that would otherwise overdraw your account will be covered by the overdraft protection feature. Your overdraft protection feature will be documented on a separate agreement.

STOP PAYMENT

Only stop-payment requests from you or the Cardholder who authorized the transaction will be honored. However, because Card transactions are often processed immediately, stopping or amending payment is difficult and we cannot ensure that any request you make will be effective. In order to be effective, we must receive your request in time to give us reasonable opportunity to act.

TYPES OF TRANSACTIONS

Below are the types of transactions your Card may be used for.

ATM Transfers - You may access your account by ATM using your Card and PIN to:

- Make deposits to your checking and/or savings accounts (at credit union owned machines only).
- Get cash withdrawals from your checking and/or savings accounts. You may withdraw no more than \$600.00 per day from each account.
- Transfer funds from your checking to savings account.
- Transfer funds from your savings to checking account.
- Get information about:
 - the balance of your checking account.
 - the balance of your savings account.
- Purchase US postage stamps at available ATMs.

Some of these services may not be available at all terminals. For security reasons, there are other limits on the number of transfers you can make by ATM.

Point of Sale Transactions - You may access your checking account with your Card to purchase goods and/or pay for services (in person, by phone, or via the internet). Using your Card and/or PIN, you may not exceed \$5,000.00 in transactions per day. For security reasons there are other limits on the number of transfers you can make by debit card.

USE OF THE CARD IN FOREIGN COUNTRIES

Purchases, withdrawals and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate will be made in accordance with the operating regulations for international transactions established by Mastercard. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard. A range of rates from Mastercard are available in wholesale currency markets for the applicable central processing date which may vary from the rate Mastercard itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate on the processing date may differ from the rate that would have been used on the date of the transaction or the date the transaction is posted to your account. For each transaction in a foreign country, we may add up to one and one tenth percent (1.1%) to the amount provided to us by Mastercard as a fee.

ADVISORY AGAINST ILLEGAL USE OR GAMBLING

You agree not to use your Card for illegal gambling or other illegal purpose. Display of a payment logo does not necessarily mean that transactions are lawful in all jurisdictions in which the Cardholder may be located.

TRANSACTION ACKNOWLEDGEMENT

You will obtain a written transaction acknowledgment (receipt) documenting the transaction at the time you make any deposit or withdrawal from your Account using your Card at any ATM machine or Point of Sale Terminal. You will receive a monthly statement for your Account when conducting electronic transactions, this statement will include your debit/check card transactions. You will retain copies of such transaction acknowledgements that were furnished at the time of the transaction and use them to verify the accuracy of the statement. It is very important that you regularly check your account statement for errors, discrepancies, or improper transactions and report them promptly. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared to properly resolve most items. You may not be provided a receipt for transactions \$15 or less.

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 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 Risks 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 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 IMMEDIATELY if you believe your Card and/or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses to a minimum. You could lose all the money in your account (plus your maximum overdraft line of credit). If your card and/or PIN is lost, stolen, or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing. Your liability for transactions with your Card and/or PIN will continue until two (2) business days after the day we receive such written notice. If you do not notify us within sixty (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.

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

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 sixty (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 sixty (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 fourteen (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 re-credit 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 Agreement. If you tell us orally, we may require your complaint or question in writing within fourteen (14) days. If you provide us with timely notice of an error or problem in your periodic statement, we will investigate the matter and notify you of the results as soon as reasonably possible under the circumstances.

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

Members Choice Credit Union
18211 Katy Freeway
Houston, TX 77094
Phone: 281.398.9900
800.753.2428
www.mccu.com