

**BUSINESS CHECK CARD  
DISCLOSURE AND ELECTRONIC FUNDS TRANSFER AGREEMENT  
AND ERROR RESOLUTION NOTICE**

The following is the Agreement between the Owner(s) of the account and Energy One Federal Credit Union covering Business Check Card(s). In the Agreement, the words “you” and “your” mean each person who signed the application form, or requested the card(s) and each person to whom a card is issued at your request. The words “we” and “us” mean Energy One Federal Credit Union.

**1. Types of Transactions:**

You may use your Business Check Card to 1.) Pay for goods and services at retail locations displaying the Visa symbol or with merchants who have agreed to accept the card for that purpose; 2.) Withdraw cash from your account at ATMs or merchants who allow cash back with purchase; or, 3.) Inquire as to the balance of your account. You may not use your card to make deposits.

We shall charge against your account all purchases and all withdrawals made with your Check Card(s). The use of your Business Check Card(s) to purchase goods and services will constitute a simultaneous withdrawal from and/or demand upon your primary business checking account. You may not place a stop payment on any transaction made with your Business Check Card. You agree that your card(s) will only be used for business purposes.

You may use your Business Check Card(s) to purchase up to \$2,500.00 in goods and services each day, as long as your *available balance* or overdraft protection is sufficient to cover the aggregate of all purchases. You may use your card(s) to withdraw up to \$500 per day from ATM terminals. Some ATM owners or merchants may have lower limits than those stated above. The *available balance* is your current ledger balance, minus any holds placed on your account. Your limit may be different and you will be advised of your limit upon approval of your Business Check Card application.

**2. Fees and Charges:**

We will charge you fees in accordance with the information found on our Fee Schedule. There is no fee to use your card for purchases at retail locations (other than Foreign, see #3). We reserve the right to make future changes in the account and/or Card(s) fees, subject to giving you notice as required by law.

**3. Foreign Exchange:**

If you use your card(s) at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in the 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, plus 1.5%. This fee is posted weekly, not at the time of the transaction.

**4. Procedures for Reporting Lost or Stolen Card(s):**

If you believe your card(s) has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us immediately. The address and phone numbers are found at the end of this Agreement. You agree to tell us AT ONCE if your card(s) has been lost or stolen, but no later than two (2) business days after discovery of the loss or theft of your card(s). Refer to Error Resolution on the reverse side for additional requirements to protect your account.

**5. Liability for Unauthorized Use:**

Visa's Zero Liability Policy has been devised to provide you with protection against unauthorized Visa Business Check Card transactions processed through the Visa network, including Internet and telephone purchases. If you suspect your Visa Business Check Card has been lost or stolen, you may not be responsible for any unauthorized purchases if you report the theft or loss promptly as indicated above. We will provide provisional credit within five (5) business days upon receipt of written confirmation and documentation of the error. You will be asked to provide documentation of your attempt to resolve the error. We will consider whether gross negligence on your part contributed to the transactions in question. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for the unauthorized transactions.

We define an unauthorized transaction to EXCLUDE the following: 1.) Any transaction by a business co-owner, a cardholder or person authorized by a cardholder, or other person with an interest or authority to transact business on the account; 2.) Any transaction by a cardholder that exceeds the authority given by the Visa Business Check Card account owner; 3.) Use by anyone, with authority implied or apparent, for your benefit; and, 4.) Any transaction which was originated or completed using a PIN number.

**6. Liability for Failure to Make Transfers:**

Circumstances beyond our control may prevent you from using your card(s), such as network or communications failures, terminal or machine breakdowns. Also, you may not have funds available to make the transfer or you have exceeded your overdraft options. Except as otherwise provided by any applicable statute, if we do not complete a transfer to or from your account on time or in the correct amount, we will not be liable for your losses or damages.

**7. Cancellation:**

We are not, under any circumstances, obligated to reissue a lost or stolen card(s). We may, without prior notice, cancel or invalidate your card(s) at any time, and may, at our option, cancel this Agreement. If we cancel your card(s), you remain liable for whatever you owe us as a result of the use of your card(s). You may cancel or your card(s) by notifying us in writing to do so.

**8. Closing Your Accounts:**

If you close your checking account with us, which is accessible by the card(s), your card(s) will be closed and canceled. You agree to return the card(s) to us or destroy the card(s).

**9. Disclosure of Information to Third Parties:**

We will disclose information to third parties about your account or transfers you make: 1.) Where it is necessary for completing transfers; 2.) In order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; 3.) In order to comply with a government agency or court orders; or, 4.) If you give us your written permission.

**10. Applicable Law:**

The validity, construction, and enforcement of this Agreement, and all matters arising out of the issuance and use of the card(s) and electronic funds transfers, shall be governed by the laws of the State of Oklahoma to the extent not preempted by federal law. We may amend this Agreement at any time. Notice of such changes will be given to you as required by law. To the extent any of your card(s) constitutes a "Funds Transfer" under Article 4A of the Uniform Commercial Code, and/or this Agreement conflicts with our Deposit Agreement with you, this Agreement controls.

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***ERROR RESOLUTION NOTICE***

In case of errors or questions about your Electronic Transfers, call or write us at the telephone numbers or address listed below. Contact us at once if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the error or problem appeared.

1.) Tell us your name and account number; 2.) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and, 3.) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days.

We will determine whether an error has occurred within five (5) business days (10 business days for a non-Visa transaction or 20 business days for a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days, (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within five (5) business days for the amount you think is an error (10 business days for a non-Visa transaction or 20 business days for a new account). Your account is considered a new account for 30 days after the first deposit is made. If we ask you to put your complaint or question in writing and we do not receive this within ten (10) business days, we may not credit your account. You may also be asked to provide documentation that you have tried to resolve the error with the party that originated the transfer. In some cases, a police report will also be requested.

We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation. If provisional credit was given and it discovered no error was made, the provisional credit will be revoked and the amount will be deducted from your account. You may ask for copies of the documents we used or received in our investigation.

**ENERGY ONE FEDERAL CREDIT UNION**  
**220 W 7<sup>th</sup> St, Tulsa, OK 74119**  
**(918) 699-7100 1-800-364-3628**

**Business Days: Monday-Friday, excluding federal and posted holidays**

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**FEES ASSOCIATED WITH THE BUSINESS VISA CHECK CARD:**

ATM withdrawal fees	\$1.50/withdrawal after 4 per month; no charge at Energy One owned ATMs
International transaction	1.5% ISA fee posted weekly
Card replacement	\$10.00/card
NSF ATM or check card transaction	\$26.00/transaction