

VISA DEBIT CARD BUSINESS APPLICATION



☐ New Card

☐ Replacement
(worn)

☐ Replacement
(lost)

☐ Instant Issue (\$25)

☐ Photo Card (\$25)
(Style #023)

APPLICATION

BUSINESS NAME (23 CHARACTER MAX)

CARDHOLDER NAME (23 CHARACTER MAX)

EMAIL ADDRESS

SOCIAL SECURITY NUMBER

DATE OF BIRTH

MOTHER'S MAIDEN NAME (REQUIRED)

BUSINESS PHONE

CELL PHONE

MAILING ADDRESS

*Mailing address must match address on file with Quail Creek Bank

CITY

STATE

ZIP

CHECKING ACCOUNT #

By signing below, I certify that I have read and accept the terms and conditions of the Quail Creek Bank Business Debit Card Disclosure Statement / Account Agreement and authorize this card to be issued.

PRINTED AUTHORIZED SIGNER NAME

SIGNATURE

DATE

TITLE

IF APPLICABLE

This section is only used for individuals not listed on account.

PRINTED CARDHOLDER NAME

CARDHOLDER SIGNATURE

DATE

TITLE

☐ Point of Sale -

DAILY LIMIT
(\$0 - \$5,000)

☐ ATM -

DAILY LIMIT
(\$0 - \$500)

If blank or \$0.00 above, service will not be activated

NOTICES

☐

INITIAL

The Quail Creek fraud department may contact you by text or email if potential fraud is detected. Failure to respond may result in your card being temporarily disabled to limit unauthorized usage.

☐

INITIAL

Daily Limits Point of Sale - **\$5,000**
ATM - **\$500**

OFFICE USE ONLY

LIMIT GROUP

☐

Regular Business

467329100

☐









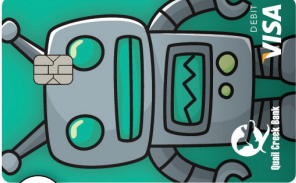


















U27803

STYLE NUMBER

ACCOUNT OPEN DATE

INPUT BY

BUSINESS DEBIT CARD DESIGN OPTIONS

 <p>001</p>	 <p>003</p>	 <p>004</p>	 <p>005</p>	 <p>006</p>	 <p>007</p>
 <p>008</p>	 <p>009</p>	 <p>010</p>	 <p>011</p>	 <p>012</p>	 <p>013</p>
 <p>014</p>	 <p>015</p>	 <p>016</p>	 <p>017</p>	 <p>018</p>	 <p>019</p>
 <p>020</p>	 <p>024</p>	 <p>025</p>	 <p>026</p>	 <p>027</p>	 <p>028</p>
 <p>029</p>	 <p>030</p>	 <p>031</p>			

QUAIL CREEK BANK BUSINESS DEBIT CARD DISCLOSURE STATEMENT/ACCOUNT AGREEMENT

As used in this agreement, the words “we”, “our” and “us” means Quail Creek Bank and the words “you” and “your” means the owner, officer or employee of the business who has been issued a Quail Creek Bank Business Debit Card. The word “Card” refers to Quail Creek Bank Business Debit Card. The terms of this Disclosure Statement / Account Agreement are in addition to the terms and conditions in the Deposit Account Disclosure you received upon opening your account. By signing, using and accepting the Card or by allowing anyone to use your Card, you agree to the terms and conditions of this Disclosure Statement / Account Agreement and that you will be responsible for all authorized and unauthorized transactions conducted using your Card.

1. Issuance of Cards: You acknowledge that the Bank is providing such service to You as an accommodation party only and except as otherwise provided by law, Bank is not responsible in any way for the manner in which the Card(s) are utilized.

2. Use of your Card: When you use your card to make an authorized transaction, you are authorizing us to withdraw funds from your account for the amount of the transaction. You will be assigned, or may select a Personal Identification Number (“PIN”) for use with your card. You acknowledge that the PIN which you use with your card is an identification code that is personal and confidential and that the use of the PIN is a security method by which we are helping you to maintain the security of the account(s). Therefore, YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS YOUR PIN.

a) VISA POS Purchases. You may use your Card to purchase goods and services from any retail establishment (“Merchant”) that accepts Visa business cards. If you give your Card number to make a purchase without presenting the Card (such as for mail orders, telephone orders and Internet purchases) we will deduct the transaction from your primary checking account.

b) When you use your Card in person to make a purchase at a VISA merchant that accepts Visa Business Debit Cards, the merchant will obtain authorization for the amount of the transaction and if approved, we will reduce the amount of the available balance in your account by placing a temporary hold for the amount of the transaction. When the actual transaction is processed by us, your account will be debited and the temporary hold will be released. You agree to hold us harmless if we dishonor other POS, ATM or check transactions while the temporary hold is in place.

c) ATM Transactions: You may use your Card with your PIN at designated ATMs to withdraw cash, perform account balance inquiries; transfer funds between accounts. At Quail Creek Bank's ATM, you may also make deposits of cash or checks that are normally accepted at Quail Creek Bank.

Some ATMs may only provide access to the accounts you have designated as your primary account of each account type. Not all ATMs may accept deposits.

Certain transactions may be restricted based on whether your Card is a Principal Owner issued Card or an Employee issued Card.

Designated ATMs are those owned and operated by Quail Creek Bank, as well as, ATMs and POS terminals which display one or more of the Network logos appearing on the back of your Card.

d) Purchase (POS) Transaction. You may use your ATM Card with your PIN at certain retail establishments (“Merchant”) to purchase goods and services and/or to obtain cash where permitted by the Merchant (“Purchase”). The amount of such Purchases (including any cash obtained) will be deducted from your primary account.

You agree that the uses of your Card described in this Agreement shall be subject to the rules and regulations of each account which is accessed by such Card.

e) If preauthorized recurring payments should overdraw the account, applicable overdraft fees will be applied.

3. Limitations on Card Use:

a) The maximum daily amount you may withdraw in cash each day and/or to make purchases at designated ATMs and retail establishments (Merchants) will be up to \$500 each business day. The actual limit will be based on whether the Mariner's Business Debit Card is a Principal Owner issued Card or an Employee issued Card. This limit is provided the funds are available in your account.

b) The maximum daily amount to make purchases at Merchants that accept Visa business cards will be up to \$5,000.00 each business day. The actual limit will be based on whether the Mariner's Business Debit Card is a Principal Owner issued Card or an Employee issued Card. This limit is provided the funds are available in your account.

The day for withdrawal limits starts at 3:00 p.m. each business day and ends at 3:00 p.m. the next business day. Weekends, including three day holidays are considered “one business day”. There are also certain limitations on the frequency of use of your Card each business day. These limitations are not revealed for security reasons.

You will be denied the use of the Card if you exceed the daily withdrawal or purchase limits, do not have adequate funds available in your account, you do not enter the correct PIN or you exceed the frequency of usage limitation. There is a limit on the number of such denials permitted. Attempts to exceed the limit may result in machine retention of your Card at an ATM. The number of attempts that result in machine retention is not revealed for security reasons.

For your security, if we notice excessive use of your Card that appears suspicious, we may restrict further use of your Card until we confirm the activity with you.

4. 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 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.

5. Order of Payment: Our policy is to post and pay all previously authorized Card transactions before checks, drafts and any other items.

6. Charges for Transactions: You agree to pay any service charges applicable to your card. You should refer to our fee schedule and/or your account disclosure for the charges currently in effect. We reserve the right to change our fee schedule from time to time and to charge your account in accordance with the fee schedule that will be provided to you at least thirty (30) days prior to the implementation date.

Notice of ATM Fees By Others: 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.

7. Foreign Currency Exchange Rate: When you use your card for an international transaction in foreign currency, Visa will convert the transaction amount to US dollars. 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 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.

8. Record of Transaction: At ATM locations you will receive a printed receipt for each transaction at the time of the transaction, unless the ATM offers the option to receive a receipt and you decline. You may receive a printed receipt for each POS purchase transaction you make at the time of the transaction. All transactions made during the month will appear on the monthly checking account statement issued to the business.

9. POS Purchases Right to Stop Payment: You ARE NOT permitted to stop payment on any purchases made using your Card. Any claims regarding merchandise or services purchased using your Card must be resolved by you directly with the merchant. If you assert a claim against the merchant, you are still obligated to pay us the total amount of the sales slip.

10. Purchase Refunds: Any refund to you by a merchant must be made by credit to your account. No cash refunds are permitted.

11. Illegal Activities: You agree not to use your Card or Account to engage in activities deemed illegal by federal and/or state laws, including but not limited to Internet gambling. If you use your Card to engage in activities deemed to be illegal, you understand you will be liable for any transactions conducted.

12. Unauthorized Transfers/Loss or Theft of Card/Errors or Questions: Additional Risk Associated with the Use of Business Purpose Cards. You may not have the benefit of any consumer law limiting liability with respect to 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.

You are liable for Card transactions, conducted using a PIN, 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 PIN 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 you do not contact us in a timely manner. If your Card and/or PIN are 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 PIN will continue until 2 business days after the day we receive such written notice.

When using your Visa Debit Card, the above liability limitations are modified for Visa purchase transactions. With Visa's Zero Liability Policy, if you notify us of the loss or theft of your Card, your liability for unauthorized Visa purchase or point-of-sale transactions is \$0. Visa's Zero Liability Policy does not apply to ATM or to PIN transactions not processed by Visa.

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

If you or any authorized user furnishes a Card to another person, you shall be deemed to have authorized all transactions that may be accomplished by the Card.

You agree to examine your receipts and periodic statements using ordinary care and to report any errors to us within a reasonable period of time, not exceeding 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 the information in the periodic statement as correct and you will be precluded from asserting otherwise. We will only re-credit your account for error or problems as required by law. Call or write us immediately with errors or questions at the telephone number listed below. If notified orally, we will require your complaint in writing.

You must provide us with the following:

- a) Tell us your name, account number, Card Number and the dollar amount of the suspected error;
- b) Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

TELEPHONE QUAIL CREEK BANK at 405-755-1000
or
TRANSFUND HOTLINE 1-888-263-3370

WRITE US at:
QUAIL CREEK BANK
12201 N. May Avenue
Oklahoma City, OK 73120
Attention: ATM /Debit Card Operations

13. Business Days: Our business days are Monday through Friday. Excluding Federal Holidays.

14. Disclosure of Account Information: We will disclose information about your account or the transactions you make to third parties:

- a) Where it is necessary to complete transactions;
- b) To verify the existence and standing of your account with us upon the request of a third party, such as a credit bureau;
- c) To comply with government agency or court orders;
- d) In accordance with your written permission;

15. Liability: We shall have no liability for losses you sustain when using the Card. You agree to notify Quail Creek Bank immediately if an employee who has been issued a Card has been terminated and is no longer authorized to conduct business on your behalf using the Card, so that we can cancel the Card and limit your liability.

You agree that if transactions posted to your account overdraw your checking account, you will promptly pay to us any negative amount. You also agree that we may impose an overdraft charge to your account. If we initiate collection proceedings, you agree to pay all collection fees and if applicable, reasonable attorney's fees, to the extent permitted by law.

Should you choose to utilize your debit card through any digital wallet applications, transactions would be subject to the terms and conditions provided by the applicable digital wallet application.

16. Limitations on Our Liability: We will not be liable if:

- » You do not have enough money on your account to make a transaction
- » You have an overdraft line and the transaction would cause you to exceed the 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 a transaction
- » A merchant refuses to accept your card
- » An ATM rejects your card

There may be other limitations on our liability.

17. Amendment of this Agreement: You agree that from time to time we may amend or change the terms of this Agreement. We may do so by notifying you in writing of such amendments or changes and your use of the Card after the effective date of any such amendment or change shall constitute your acceptance of and agreement to such amendment or change.

18. Ownership: You agree that any card we issue is our property and you will surrender it to us upon our request, or upon the cancellation of your Card or closing of your account. We reserve the right to revoke your Card privilege at any time and to require you return your Card. You agree that we may terminate, limit or modify your Card access at any time without notice to you.

19. Notices: Notices required to be mailed by us under this agreement will be mailed to you at the most recent address in our records.

20. Address Change: You must notify the Bank in writing of any change in your business mailing address or telephone number.

21. Cancellation of Card: You or your company may cancel your Card at any time by returning the Card to us, along with written request to cancel the Card. We may cancel this agreement at any time. You or the company will be responsible for all transactions completed prior to the cancellation of your Card or this agreement.

22. Replacement Cards: A fee of \$5.00 will be assessed to your Account whenever we furnish you with a new card to replace one which you lost or destroyed. This fee will not be charged for cards we reissue to replace those cards that expire.

23. Governing Law: This Agreement and Disclosure Statement shall be governed by the laws of the State of Oklahoma and by all applicable federal laws and regulations.

24. Monitoring your Account: You may monitor debit card transactions by using Quail Creek Bank's online banking or through the debit card application.

ATM Safety Tips

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM). For your own safety, be careful. You can help assure this by following these simple safety tips.

- » Have your Card out and ready when you approach the ATM
- » Do not leave your Card at the ATM
- » Keep your Card in a safe place. Protect it as you would cash or credit cards. If you lose your Card or if it is stolen notify us immediately.
- » Protect the secrecy of your PIN. Do not write your PIN on your Card or where it can be discovered.
- » Prevent others from seeing you enter your PIN by using your body to shield their view.
- » When conducting a transaction be alert to your surroundings. Look for suspicious activity near the ATM.
- » Don't display your cash. Put your money away before leaving the ATM.
- » Don't fall for "con" games. Use caution when asked to provide your Card number over the telephone or internet. Report any suspicious requests to the Bank.
- » At drive-up facilities, make sure all doors are locked and all windows, except the driver's window, are rolled up.
- » Report any suspicious activity or crimes to the operator of the facility and local law enforcement officials immediately. If you have any concerns about our ATM locations call Quail Creek Bank at 405-755-1000.

