

Access Visa® Business Card Agreement Terms and Conditions

Introduction: This Visa® Business Card Agreement (“Agreement”) contains contract terms and other important information relating to your Business Card (“Card”). These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your Deposit Account Agreement as well as the terms of any disclosure 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 Virginia as well as any federal laws and regulations.

Definitions: Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words “we,” “our,” “my,” “I,” and “you” refer to the owner of the account or any person authorized to use the Card. The word “Cardholder” refers to any person authorized by you to use this card.

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

Account Requirement, Payment Responsibility, Transferability, Enforceability: The services described in this Agreement will be available to you only as long as you maintain a business checking account 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 written consent: If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable it will not make any other part unenforceable.

How to Use the Business Card, Security Procedures: The Card allows Cardholders to directly access the business checking account specified in your Card Application. We will issue Card(s) and PIN(s) to Cardholders at your request. Each Card will identify your business as the Cardholder. Each Cardholder must sign their Card before it may be used. As a security procedure, we require both a Card and a PIN to be used together to obtain cash at designated ATMs. You may use your Card to purchase goods or pay for services without a PIN. Once a Card has been issued, it cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder’s rights and to promptly return the Card to us.

Termination and Amendments:

- We may terminate this Agreement by written notice to you.
- You may terminate this Agreement by written or verbal communication to us.
- We may make amendments to this Agreement in the same method as provided in the terms and conditions provided in your account agreement. Use of your Card after receipt of notice of amendment constitutes your acceptance of the change.

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

Order of Payment: Our policy is to post and pay Card transactions in the order they are received. We reserve the right to pay Card transactions before checks and other items.

Visa Rules: Under Visa rules, merchants can force post debit amounts for certain sales/transactions in excess of your balance causing an overdraft (negative balance) in your account, which the owner of the account will be obligated to pay.

YOUR RISK FOR UNAUTHORIZED TRANSFERS: There is additional risk associated with the 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 will be greater than the liability in a consumer debit 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.

IMMEDIATELY notify us if you believe your Card and/or PIN has been lost or stolen. Contacting us via telephone is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum line of credit, if applicable). If a Card and/or PIN is lost, stolen or used without your permission, you agree to notify us immediately and to promptly confirm such in writing. You may contact us directly to report a lost or stolen Card at 1-800-472-3272, which is accessible 24/7, 365 days a year.

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant’s income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal Agency that administers compliance with this law concerning this credit is: Comptroller of the Currency, Consumer Assistance Group, 1301 McKinney St., Suite 3450, Houston, TX 77010-9050.

NOTHING CONTAINED HEREIN, AND NO PRIOR OR SUBSEQUENT COMMUNICATION FROM THE BANK TO APPLICANT, WHETHER WRITTEN OR VERBAL, SHALL BE DEEMED OR CONSTRUED TO CONSTITUTE OR IMPLY A COMMITMENT OR OFFER BY BANK TO APPROVE THE ACCESS VISA BUSINESS CARD APPLICATION. IF YOUR APPLICATION FOR THE BUSINESS CARD IS DENIED, YOU HAVE THE RIGHT TO A WRITTEN STATEMENT OF THE SPECIFIC REASONS FOR THE DENIAL.

TO OBTAIN THE STATEMENT, PLEASE SEND A LETTER TO BANK OPERATIONS AT ACCESS NATIONAL BANK, 106 CATOCTIN CIRCLE, SE, LEESBURG, VA 20175 OR CALL (703) 871-7380 WITHIN 60 DAYS FROM THE DATE YOU ARE NOTIFIED OF OUR DECISION. WE WILL SEND YOU A WRITTEN STATEMENT OF REASONS FOR THE DENIAL WITHIN 30 DAYS OF RECEIVING YOUR REQUEST FOR THE STATEMENT.

All Bank fees applicable to the transaction will apply. See the Bank’s Schedule of Fees. Other fees (ATM) may apply that are outside the Bank’s control.