



Supplemental Terms and Conditions for LCCU Visa Business Debit Cards (Business Accounts) (“Supplement”)

This Supplement describes your rights and responsibilities regarding your LCCU Visa Debit and is part of our Business Account Rules and Regulations (which include a mandatory arbitration provision and class action and jury trial waiver applicable to this Supplement). In the event of a conflict between this Supplement and the Business Account Rules and Regulations, this Supplement controls. If you use your Card to access other accounts you have with us, the agreements applicable to those accounts will control when your Card is used to access those accounts. Use of your Card is subject to all rules and customs of Visa, Plus®, Pulse, Co-Op and any other clearinghouse or network involved in a transaction.

Definitions. “**Account**” means the LCCU business checking, deposit, share, account(s) accessible using your Card. “**Card**” means the LCCU Visa Debit issued to you and includes “Card Credentials.” “**Card Credentials**” means any one or all of your Personal Identification Number (“**PIN**”), Card number, expiration date, card verification value (“**CVV**”), or your Card information in a mobile device. “**ATM**” means Automated Teller Machine.

Contact Us. Our Mailing Address is: Latino Community Credit Union, P.O. Box 12139, Durham, NC 27709. Our business days are Monday through Thursday, 9:00 am to 5:00 pm, and Friday, 9:00 am to 6:00 pm (Eastern time). Saturdays, Sundays and Credit Union holidays are not included. Contact your local branch for assistance, or if you need assistance outside of our normal business hours, please call our Virtual Center at 1-919-595-1800. **You agree that calls to the Credit Union may be recorded.**

LCCU Visa Debit Card.

- You must be an LCCU member and have an open business account to be considered for a Visa Business Debit Card.
- Purchases and cash advance transactions from merchant locations made with your Card will be debited only from the primary Account you designated.
- The Visa Business Debit Card is not valid until it has been activated by calling 1-866-631-3197.

Use of Card. Transactions will be authorized at the time of the transaction based on the available balance in the Account. For purposes of this Agreement, the available balance includes any amounts available to the Account through your participation in our Funds Transfer Service. If you use your Card to purchase goods and services (including online purchases), you authorize us to debit your Account and you agree that your authorization may result in an immediate reduction in the available balance in the Account, even though the transaction may not actually post to that Account until a later date. You will assign a new PIN or change it by calling 1-888-886-0083. We will assign a PIN for your Card, which will enable you to identify yourself when using your Card. You agree not to reveal your PIN to unauthorized users of the Card. **Your Card and PIN remain the property of LCCU. They may be revoked without notice and must be surrendered upon request.**

You may use your LCCU Card for the following transactions:

- *ATM Transactions*
 - Cash Withdrawals
 - Make account deposits at LCCU and certain affiliated ATM Networks. You understand that affiliated ATM Networks are not under our control and may not always be available or operational.
 - Make account inquiries and withdrawals at LCCU ATMs and participating non-LCCU ATMs that accept Plus, Co-Op and Pulse Network cards. Non-LCCU ATMs may impose additional withdrawal limits.
 - Make transfers between accounts participating non-CashPoints ATMs that accept Visa cards.
- *Online and Phone Transactions*
 - Perform inquiries and other online activities through our Online Services LatinoConnect Web or our Mobile Application.
 - Make transfers between accounts through our Online Services LatinoConnect Web or our Mobile Application.
- *Purchase Transactions*

Purchase goods or services (including any cash back) each day in PIN-based point-of-sale transactions at any participating merchant that accepts Visa or Pulse Network PIN-based cards. (Some merchants may not provide cash back.)
- *Teller Transactions*

Withdraw money using your physical Card, at other financial institutions that accept your Card, when a teller helps you with your transaction (same daily cash withdrawal limits as for ATM transactions provided above).
- *Phone Transactions*

Pay bills from your Account by phone in the amounts and on the dates you request.
- *Purchase Transactions*

Make point-of-sale each day at any merchant where Visa Debit cards are accepted.

Some of these services may not be available at all terminals. Some non-LCCU ATMs may not give you the option of choosing which Account to

access or may only let you access one of your Accounts. Transactions made through the use of your Card may be limited in amount or refused by pre-coded restrictions in order to maintain the security of the system. If there are insufficient available funds in your Account to complete a transaction, we may transfer the funds from your designated overdraft protecting account, if any, to cover the transaction in accordance with the terms of our Funds Transfer Service.

Linking. Linking lets you add accounts you own (e.g., checking or share accounts) to an LCCU Visa Debit Card, giving you access to multiple Accounts with one Card. If you link more than one Account of a single type (e.g., checking or savings accounts), you may designate a primary linked Account. If you do not designate a primary linked Account, the first Account of that type linked to your Card is considered the primary and other linked Accounts of the same type are designated secondary. If a primary Account is closed or delinked, we will generally designate a linked secondary Account of the same account type (if applicable) as the new primary. Cash withdrawals can be made from either a checking or savings Account. However, not all ATM operators support display of more than one account. The money for purchases and payments made with your Card is deducted only from a primary linked checking Account. A Visa Debit Card must have at least one linked checking account. If the only linked Account is a share account and there is no eligible checking account to be linked as primary checking, your Visa Debit Card will be closed. We will determine the number and type of accounts you can link to your Card.

Your Responsibilities. Card transactions are subject to all the terms, conditions, and agreements applicable to the Accounts. You authorize us to debit or credit the applicable Account for the amount and type of transaction made, any fees, and any other amount you owe us in connection with your Card. In the event you requested and received Card access to a credit account, advances so obtained are also subject to the terms of the applicable credit agreement.

You agree you are responsible for the following:

- You must maintain an available balance in your Account sufficient to pay for each transaction and all applicable fees associated with the use of your Card. If you attempt a Card transaction for more than your Account's available balance, the transaction may be declined.
- You must pay us immediately, upon demand, any negative balance (consisting of transaction amounts and any other amounts owed us) in your Account, and specifically when the negative balance occurs because your Account did not have sufficient funds to cover a Card transaction when it finally posts.
- You will not authorize anyone else to use your Card or Card Credentials, and you will not transfer your Card to anyone.
- You will not use your Card in an illegal transaction or in connection with an Internet gambling transaction.
- You will take reasonable steps to protect the security and confidentiality of your Card and Card Credentials.
- You must notify us AT ONCE if you believe your Card, or any of your Card Credentials, has been lost or stolen, or that someone has used or may use your Card or Card Credentials for any transaction without your permission. See "Your Liability for Unauthorized Use of Your Card or Card Credentials" below.

Preauthorized Payments. If you have established recurring preauthorized payments (payments that are automatically charged to your Account each month by a merchant) using your Card, you agree to monitor your Account to make sure there are sufficient available funds to cover the transactions. If you would like to cancel a recurring preauthorized payment, first notify the merchant that you are revoking their authority to originate debits to your Card. You can also request that we place a stop payment on all future recurring transactions from a particular merchant. We will charge your Account a fee for each stop payment you request. To the extent recurring preauthorized payments are established using our Online Services, as that term is defined in the LCCU Online Services Agreement, such payments shall be administered in accordance with the Online Services Agreement, and your rights regarding such payments will be determined in accordance with the Online Services Agreement.

Fees. We will charge your Account a \$0.75 fee for each completed transaction, and a \$0.35 fee for each attempted and denied transaction, made with your Card at any ATM other than a CashPoints ATM. In addition to these fees, when you use an ATM other than a CashPoints ATM, the operator of the ATM or of any network used may charge you fees. ATM operator and network fees are included in the total amount withdrawn from your Account and will apply to your Card's daily ATM withdrawal limit. Some merchants may assess a fee when you use your Card for a purchase or for cash back. This fee will be included in the total purchase amount. You may be charged a fee for a balance inquiry even if you do not complete a monetary transaction. Our other fees include a, a \$10 Replacement Card fee, a \$15 Rush Delivery fee (Card or PIN), and an International Transaction fee as described below in the paragraph titled "Foreign Transactions." There is no network fee for any transaction performed with your Card at a CashPoints ATM. All of our fees are subject to change at any time, with appropriate notice to you as required by law.

Authorizations and Authorization Holds. When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate your transaction's final value. When we authorize the transaction, we commit to making the requested funds available when the transaction finally settles and may place a temporary authorization hold on your Account funds for the amount indicated by the merchant. Some merchants may also add an amount to ensure that sufficient funds will be available to cover the final transaction (such as an estimated tip). If the amount of the authorization request exceeds the available funds in your Account, the transaction may be declined. Until the

transaction finally posts or 3 business days (7 business days for Travel and Entertainment merchants) have passed, whichever occurs first, the funds subject to the hold will not be available to you for any other purpose. As a result, other transactions may be declined, dishonored, or not paid, which can result in NSF fees and/or other charges against your Account. We will only charge your Account for the correct amount of the final transaction. However, if the merchant's settlement transaction amount does not match the original authorization hold amount, it is possible that both amounts will affect your available balance until the end of the 3-business day hold period (7-business day hold period for Travel and Entertainment merchants).

For example, a merchant submits an authorization request for a \$50 transaction on day 1, but on day 2, when the transaction finally posts, the actual transaction amount submitted by the merchant is only \$25. It is possible that until business day 3, your available balance will be decreased by \$75. In addition, if you commence a purchase, the merchant obtains an authorization, and then you cancel the purchase without completing it, the authorization may result in a temporary authorization hold on your Account for the amount of your canceled purchase, which may remain on your Account for up to 3 business days (7 business days for Travel and Entertainment merchants). A merchant may reverse the pre-authorization at your request or extend or modify the amount of the pre-authorization in certain circumstances such as an extended hotel stay. If a merchant submits an extension or modification, the hold on your Account will be extended or modified. Also, sometimes a merchant may not submit a transaction for payment during the 3-day hold period (7-day hold period for Travel and Entertainment merchants). If the merchant submits the transaction for payment after the authorization hold is released on your Account, we must honor the prior authorization and pay the transaction from your Account, even if it causes your Account to have a negative balance. We are not responsible if we do not authorize or pay other transactions drawn on your Account because of the authorization hold placed on the Account.

Obtaining Account Information. You may obtain information about the balance of your Accounts at our branches, through an ATM, or by calling Latino Direct, our automated Voice Response number, at 1-866-USE LCCU (1-866-873-5228). Balance information, along with a history of card transactions, is also available online through LatinoConnect Web at <https://connect.latinoccu.org> or through our Mobile Application. You may also obtain your Account balance through text message on your mobile device if you have registered for Two-Way Text Messaging.

Documentation. We will provide you with a monthly statement each month in which a Card transaction is made on your Accounts, or at least quarterly. We reserve the right to stop periodic statements if your Accounts are inactive. You can get a receipt at the time you make a Card transaction at an ATM or point-of-sale terminal. A receipt may not be available if the amount of the transaction is \$15 or less.

Our Liability. If we do not complete a Card transaction to or from your Account on time or in the correct amount per our Agreement with you, we will be liable for your losses or damages to the extent required by applicable law. However, we will not be liable if, for instance, through no fault of ours, (i) you do not have enough available funds in your Account to make the withdrawal or transaction, including any amounts available through your participation in our Funds Transfer Service; (ii) if the ATM, financial institution, or merchant where you are trying to obtain cash does not have enough cash; (iii) if the ATM, system, or POS terminal was not working properly and you knew about the breakdown when you started the transaction; (iv) if circumstances beyond our control (such as fire or flood) prevent or delay the transaction from being completed despite reasonable precautions we have taken; (v) if you attempt to use a Card that has not been properly activated, if activation is required; (vi) if the Card has been reported as lost or stolen, has been suspended by us, or we have reason to believe a transaction was not authorized by you; or (vii) if the merchant does not properly transmit transaction information to us. There may be other exceptions provided by applicable law or stated in your Account agreements, and nothing in this Supplement eliminates, limits, or affects such additional exceptions in any way.

Default. You will be in default and we may, without prior notice, to the extent permitted by law, cancel or restrict access to your Card or restrict access to your accounts or suspend your electronic services or access devices, including online or mobile banking services if: (a) you fail to perform on any obligation under this Supplement or any other agreement that you may have with us; (b) you have made a false or misleading statement in your account application; (c) a judgment or tax lien should be filed against you or any attachment or garnishment should be issued against any of your property or rights, specifically including anyone starting an action or proceeding to seize any of your funds on deposit with us; (d) we should, in good faith, believe your ability to repay your indebtedness hereunder is or soon will be impaired, time being of the essence; or (e) applicable laws or regulations prohibit any transaction or a government authority has notified us that continued advances or other card transactions constitute an unsafe and unsound practice. Any exercise of our right to cancel or restrict access to your Card, accounts, or other electronic services or access devices under this section will not limit in any way our right to terminate this Supplement at any time in accordance with the section herein titled "Termination or Expiration", below.

Foreign Transactions with Your Card. If your Card is used in a transaction that is submitted to the Visa Network in a currency other than U.S. dollars, Visa will convert the transaction amount into U.S. dollars using its currency conversion procedure. Under the currency conversion procedure that Visa currently uses, the non-U.S. dollar transaction is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. The currency conversion rate that Visa typically uses is either a government-mandated rate or a wholesale rate provided to Visa. The currency conversion rate that Visa uses for a particular transaction is the rate in effect for the applicable

currency at the time the transaction is processed. This rate may be different from the rate in effect when the transaction occurred or when it was posted to your Account, and may be higher than the rate you could have gotten if you had converted U.S. dollars into cash. If a transaction initially in a foreign currency is converted to U.S. dollars before it is entered into the Visa Network, the conversion rates and fees of the company that did the conversion will apply.

Visa applies a fee to any International Transaction. The fee is 1% of the U.S. dollar amount of the International Transaction. An International Transaction includes (a) any transaction made in a foreign currency, and (b) any transaction made or processed outside of the United States. For example, a transaction is an International Transaction if it is made by phone or online with a merchant that processes the transaction in a foreign country, even if the transaction is made in U.S. dollars. Two separate entries will appear on your statement: one for the International Transaction and one for the International Transaction fee.

Termination or Expiration. We may, at any time, suspend your Card and your ability to use your Card for any reason not prohibited by law, such as if we suspect possible fraud or suspicious activity, or for security reasons. We may, at any time and for any reason, terminate a Card and your use of the Card and request that you surrender the Card. Your Card will expire on the last calendar day of the month of expiration stated on the Card. Upon termination or expiration, we may stop accepting Card transactions and we may decline to authorize any Card transaction. You remain responsible for any unpaid charges on your Account, and specifically those charges incurred through use of your Card, even after the Card is terminated or expires. To the extent permitted by law, you agree to pay any reasonable attorneys' fees and collection costs we incur in collecting amounts you owe us and enforcing our rights under this Agreement.

Irregular Card Activity Alerts. We offer an electronic alerts program to provide added fraud protection to your Accounts. You do not need to register for this service; however, we must have your current mobile device number in our files in order for you to participate. The service sends a text message to your mobile device when a transaction involving your Card appears suspicious or otherwise irregular. You reply to the text to confirm the transaction or reject it as unauthorized. Irregular Card Activity Alerts are a free-to-end-user (FTEU) program, so **no fees are charged to you to receive or respond to the texts.** Carrier limitations apply. By opening an Account and obtaining a Card, you consent in advance to receiving Irregular Card Activity Alerts via SMS text message. However, you may withdraw your consent at any time by calling our Member Service Center at 1-919-595-1800. Please refer to our Online Services Agreement on our website for more information on alerts.

Merchant Disputes and Refunds. We are not responsible for the delivery, quality, safety, legality, or other aspect of goods or services you purchase from others with your Card. Merchants and others who honor your Card may provide credits for returns or adjustments for disputed transactions not covered under the error resolution procedures here and in the Account Rules and Regulations. Disputes concerning such transactions, which typically involve defective, damaged, not-as-described or undelivered merchandise or services, are handled at our discretion based on your statement of the dispute and any supporting documentation we receive. You agree that prior to submitting a claim for a disputed transaction, you will make a good faith attempt to resolve the dispute with the merchant. If your good faith attempt is not successful, we may, at our discretion, use Visa's dispute resolution process to pursue recovery of funds from the merchant on your behalf. We are not obligated to issue a provisional credit during the dispute resolution process. If you are entitled to a refund for any reason, you agree to accept a credit to your Account instead of a cash refund if the merchant does not provide cash refunds. Any returned credits we receive from the merchant will appear as credits on your Account statement. You acknowledge and understand that we may be unable to recover your funds.

Peer-to-Peer Payments. Peer-to-peer (P2P) payments are transactions that allow the transfer of funds between two parties using their individual financial institution accounts or debit cards through a third-party provider online or through the third party's mobile app. Senders generally initiate P2P payments by entering the mobile device number, email address or other identifier of the intended recipient. Most P2P payments are instantaneous and irreversible. **Once you send funds, we cannot stop or reverse the transaction on your behalf. For these reasons, we strongly advise you to exercise care in keying information in P2P payments, and to not use P2P payments to pay for items you purchase from sellers you do not know and trust.**

Because P2P transactions are completed by a third party, we do not have access to information about these transactions, even if they involve Credit Union accounts. Read the terms and conditions of your P2P service carefully. See the LCCU Online Services Agreement for more information on P2P payments. All applicable provisions of the Online Services Agreement regarding P2P payments are incorporated here by reference.

Mobile Payments. When you use your Visa Debit Business Card with your mobile device for transactions:

- Availability may be affected by your mobile carrier's coverage area, and your mobile carrier may charge you message and data rates, or other fees.
- Your Card information is sent across wireless and computer networks.
- Information about your mobile device may be transmitted to us.
- You should secure the mobile device the same as you would your cash, checks, credit cards, and other valuable information. We encourage you to password protect or lock your mobile device to help prevent an unauthorized person from using it.

- Please notify us promptly if your mobile device containing your Card Credentials is lost or stolen.
- When you make a purchase or payment using your mobile device, the merchant may not provide an option for cashback.
- We may automatically provide digital wallet operators with updated Card Credentials, such as when your Card is replaced or re-issued.

When you use your Card with your mobile device for transactions, third parties (such as merchants, card association networks, mobile carriers, digital wallet operators, mobile device manufacturers, and software application providers) may (a) use and receive your Card Credentials, and (b) receive information about your mobile device.

If you have enrolled in Funds Transfer Service, those terms will apply to Card transactions made through a mobile device. We may, at any time, partially or fully restrict your ability to make Card transactions through a mobile device. If you want to remove your Card Credentials from your mobile device, please contact us. See the LCCU Online Services Agreement for more information on mobile payments. All applicable provisions of the Online Services Agreement regarding mobile payments are incorporated here by reference.

Visa Provisions. The following provisions are applicable to the LCCU Visa Debit Card.

- **Visa Account Updater.** If you give your Card number to a merchant with authorization to bill it for recurring payments, or to keep it on file for future purchases or payments, the merchant may receive updated Card information to process such payments, for example, if the merchant participates in the Visa Account Updater Service or a similar service. However, because not all merchants receive updated Card information, we recommend you notify each merchant of your new Card number and/or expiration date to ensure your payments continue uninterrupted. If you have a Card on file with a merchant and want to cancel the relationship, be sure to cancel the relationship with the merchant directly.
- **VISA Debit Card Emergency Cash and Emergency Card Replacement Services.** You may request Emergency Cash and Emergency Card Replacement Services from Visa Global Customer Assistance by calling 1-800-VISA911 in the U.S., or 1-303-967-1096 outside the U.S. We may provide your data to Visa, Visa Global Customer Assistance, or their respective agents for the purpose of providing Emergency Cash and Emergency Card Replacement Services. You consent to the release of this information when you request these services.

Funds Transfer Service. All references to the Funds Transfer Service herein refer to Funds Transfer Service provided by LCCU under the “Funds Transfer Service” section of the Business Account Rules and Regulations, as well as any additional overdraft or funds transfer services disclosures provided by LCCU in any format. Funds Transfer Services shall be governed exclusively by the Business Account Rules and Regulations and any such disclosure.

***** Your Liability for Unauthorized Use of Your Card or Card Credentials *****

Notify us AT ONCE if you believe your Card or Card Credentials have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way to limit your potential losses.

Also, if your statement shows transfers that you did not make or authorize, including those made by your Card or other means, notify us at once.

Granting another person use of your Card or Card Credentials will make you financially liable for the person’s use, loss, or misuse of the Card until you report unauthorized use or transactions to us.