

RIVER VALLEY BANK
VISA® BUSINESS CHECK CARD AGREEMENT
TERMS AND CONDITIONS

Introduction. This Visa® Business Check Card Agreement ("Agreement") contains contract terms and other important information relating to your Visa® Business Check 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 account agreement as well as the 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 in which your account is located as well as federal laws and regulations. Normal banking customs and practices also apply.

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," and "us" refer to the financial institution which issues 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 state and federal law. You agree to provide written 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.

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 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 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 Cards and codes to you at your request. Each Card will identify your business as well as the Cardholder. You agree to the following security procedures. Each Cardholder must sign their Card before it may be used. You agree to require both a Card and a code to be used together to obtain cash at designated ATM's. However, you may use your Card to purchase goods or pay for services without a code. 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. You agree to provide written instructions to all Cardholders about the importance of protecting the Card and code. You agree to examine your receipts and periodic statements in a timely manner. You agree that the dollar/frequency limits assigned to each Cardholder will also act as a security procedure.

Termination and Amendments.

- We may terminate this Agreement by 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 the terms and conditions provided in your account agreement. Use of your Card after receipt of notice of an 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, drafts, and other items.

Overdraft Protection. If your account has an overdraft protection feature, unless 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. You should become familiar with that document as some of its terms, such as your liability for unauthorized transfers initiated with your Card, may vary from the terms of this 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 a reasonable opportunity to act. Only you may release a stop-payment request.

TYPES OF TRANSACTIONS

Below are the types of transactions your Card will accommodate. You may access your account by ATM using your card and code to:

- get cash withdrawals from your checking account.
- you may make no more than three withdrawals per day.
- you may withdraw no more than \$510.00 per day.
- get information about:
 - the account balance of your checking account.

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 (in person or by phone) and pay for services (in person or by phone).

Using your Card and/or code:

- you may make no more than 10 transactions per day.
- 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 Check Card.

Currency Conversion. When you use your Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either 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. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa® USA charges us a .8% International Service Assessment on all international transaction, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. In either case, we pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

Advisory Against Illegal Use. You agree not to use your Card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not

necessarily mean that transactions are lawful in all jurisdictions in which the Cardholder may be located.

FEES

- We may charge \$5.00 to replace a Card.
- Non-River Valley Bank ATM service charge (per transaction) \$1.50.

DOCUMENTATION

Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using one of our ATM or point-of-sale terminals. However, you may not get a receipt if the amount of the transfer is \$15 or less.

Retain Copies for Your Records. You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record (but not while at a terminal). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

Periodic Statements. You will get a monthly account statement from us for your checking account that will also include a record of transactions made using your Card.

LIMITATIONS ON OUR LIABILITY

We will not be liable if

- you do not have enough money in your account to make the transfer.
- 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

Zero Liability and Provisional Credit Policy. 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 that your Visa® Business Check Card or card number has been lost or stolen, you may not be responsible for any unauthorized purchases if you report the theft promptly.

Upon notification from you of unauthorized Visa® transactions, we will limit your liability for those transactions to zero. We may require such notification to be received within 60 calendar days of the mailing date of the first statement showing any unauthorized Visa® transactions. In evaluating your claim, we will consider whether gross negligence on your part has contributed to the transactions in question. We may increase this limit if, based on substantial evidence, it is reasonably determined that you were grossly negligent or fraudulent in the handling of the card or account.

River Valley Bank will provide you with provisional credit for unauthorized Visa® transactions within five business days from receipt of notification. Additionally, we may require written confirmation of the unauthorized Visa® transactions before providing provisional credit.

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

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 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 such information as correct and you will be precluded from asserting otherwise. You further agree that if you fail to report to us within 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 recredit 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 brochure. If you tell us orally, we may require your complaint or question in writing within 14 business 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.

RIVER VALLEY BANK

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Excluding Federal Holidays

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Toll Free: 1.888.842.0221

After Hours, Lost/Stolen: 1.800.528.2273