



**ST. JOHNS BANK**  
**VISA BUSINESS DEBIT CARD APPLICATION**  
*(for business purposes only)*

Business Name \_\_\_\_\_ Taxpayer ID No. \_\_\_\_\_

- Corporation   
  For Profit   
  Not For Profit   
  Sole Proprietorship  
 Partnership   
  Limited Liability Company

County and State of Business \_\_\_\_\_

Business Address (Street, City, State & ZIP) \_\_\_\_\_

Business Telephone No. (\_\_\_\_\_) \_\_\_\_\_ Business eMail \_\_\_\_\_

Checking Account No. \_\_\_\_\_ Number of Cards Requested \_\_\_\_\_

**Names of Cardholders**

Name	Daily ATM Limit Max: \$500.00	Daily POS Limit Max: \$2,000.00
_____	_____	_____
Name	Daily ATM Limit Max: \$500.00	Daily POS Limit Max: \$2,000.00
_____	_____	_____
Name	Daily ATM Limit Max: \$500.00	Daily POS Limit Max: \$2,000.00
_____	_____	_____

**Signatures:** By signing below, you are requesting the St. Johns Bank Business Debit Card and associated services. You agree to the terms and conditions of the St. Johns Bank Business Debit Card Agreement, including any fees and charges. You further agree that the information contained in this Application is accurate.

Signature & Title \_\_\_\_\_ Date \_\_\_\_\_

Signature & Title \_\_\_\_\_ Date \_\_\_\_\_

Signature & Title \_\_\_\_\_ Date \_\_\_\_\_

**Mail or drop off at  
any of our locations**

St. Johns Bank  
 8924 St. Charles Rock Road  
 St. Louis, MO 63114

For Institution use:

- Approved  Declined

Additional Information \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Separate Authorization on File  Yes  No

Number of Cards Received \_\_\_\_\_

# ST. JOHNS BANK BUSINESS DEBIT CARD AGREEMENT TERMS AND CONDITIONS

**Introduction.** This St. Johns Bank Business Debit Card Agreement ("Agreement") contains contract terms and other important information relating to your St. Johns Bank Business Debit 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 of Missouri and the jurisdiction of any courts located in St. Louis City or St. Louis County, Missouri as we may designate 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 agree to provide written instructions to all Cardholders that the Card shall not be used for consumer 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 the 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 PINs 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 ATMs. 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 or without written notice if:

- You or any authorized user of the card breach this or any other agreement with us;
- We have reason to believe that there has been unauthorized use of the card;
- 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 the 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. Your request must precisely identify the transaction by date, time, location and dollar amount. Only you may release a stop-payment request.

## TYPES OF TRANSACTIONS

Below are the types of transactions your Card will accommodate.

**ATM Transfers.** You may access your account by ATM using your Card and PIN to:

- make deposits to your checking account.
- get cash withdrawals from your checking account.
  - you may withdraw no more than \$500.00 per day
  - there is a charge of \$1.00 per transaction at ATMs we do not own or operate.
- get information about:
  - the account balance of your checking account.

Some of these services may not be available at all terminals.

**Point-of-Sale Transactions.** You may access your checking account with your Card to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, and do anything that a participating merchant will accept.

Using your Card and/or PIN:

- you may not exceed \$1,000.00 in transactions per day.

**Currency Conversion.** When you use your Card at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. 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 central processing date, plus 1%. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**Advisory Against Illegal Use.** You agree not to use your Card for illegal gambling or other illegal purposes. 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 charge \$32.00 for each stop payment order.
- We charge \$32.00 for each nonsufficient funds item.
- We charge \$32.00 for each overdraft item paid.

## 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.

**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.
- you have an overdraft line and the transfer would cause you to exceed your credit 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 the transfer.
- a merchant refuses to accept your Card.
- an ATM rejects your Card.

There may be other limitations on our liability.

## UNAUTHORIZED TRANSFERS

**Additional Risk Associated with Use of Business Purpose Cards.** You will not have the benefit of any consumer law limiting with respect to the 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.

**Your Liability for Unauthorized Transfers.** You are liable for Card transactions 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 code 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 (plus your maximum overdraft protection). If your Card and/or code is 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/or code will continue until 2 business days after we receive such written notice. If you do not notify us within 60 days from when the periodic statement containing an unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise.

**Additional Limit on Liability.** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any transactions using your lost or stolen Card if you report the unauthorized transfer within 60 days of the mailing date of the first statement showing the unauthorized transfer. Unauthorized transfers do not include: 1) any transaction by a business co-owner, a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account; or 2) any transaction by a cardholder that exceeds the authority given by the Visa Business Debit Card account owner. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by Visa.

**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.

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

#### **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.

We will determine whether an error occurred within 5 business days after we hear from you and will correct any error promptly. If we need more time, however, we will credit your account within 5 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

ST. JOHNS BANK  
CALL CENTER  
8924 ST. CHARLES ROCK ROAD  
ST. LOUIS, MO 63114  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: (314) 428-1000 or (636) 939-2005

#### **NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare your transactions in advance (for instance by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your Card to anyone.
5. Remember, do not leave your Card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your Card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your Card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your Card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.