



TERMS AND CONDITIONS OF ELECTRONIC BANKING SERVICES

GENERAL INFORMATION

Ownership of Access Devices

The access devices used in connection with any of our Electronic Banking Services at all times remains our property and (if applicable) upon revocation of an access device you agree to destroy or surrender the access device to us or our agent upon demand.

Access Devices

An access device (including but not limited to a personal identification number (PIN), password, ATM card, check card, code, signature, user ID or other means) may be required to enable you to be identified when using a Service. Access devices are personal and confidential and are to be used only as instructed. You agree not to disclose in any manner whatsoever the access device to anyone. You agree that if you disclose or provide your access device to someone else, you are authorizing them to act on your behalf, and you will be responsible for any use of the access device by them.

Access Limitations

We reserve the right to impose limits on the number of times you may use your access device or any Service each day. These limitations will be imposed and not revealed for security reasons. You will be denied the use of the access device or Service if you (1) exceed daily transaction limits, (2) do not have adequate funds available in your account or available overdraft protection to perform a transaction, (3) do not enter the correct security information, or (4) exceed the limit on the number of times you can use the access device or Service each day. There are also limits on the number of transfers you may make out of your savings and money market accounts. These limits are outlined in the "Transaction Limitation on Certain Accounts" section of this Agreement. We reserve the right to limit, block, or restrict access of your ATM card or check card use at anytime.

Posting of Transactions and Funds Availability

You authorize us to post all transactions to your checking, savings and line of credit account(s) as a result of the use of an access device or any preauthorized transfer and you assume all responsibility and liability for all such access device use and preauthorized transfers. Your transactions will appear on your monthly checking, savings, and line of credit account statements, as applicable.

Electronic and ATM deposits and payments are posted to your account according to the rules and regulations of those accounts and our Funds Availability Policy. All deposits, payments and transfers made through the use of your access device or by a preauthorized transfer are subject to proof and verification by the Bank. Funds will be deducted from your available balance for any withdrawal or purchase authorization for a period of three business days or until the transaction is posted to your account, whichever is less.

Consumer Liability

You are responsible and liable for all authorized and unauthorized transactions except as limited by and in accordance with the Consumer or Business Electronic Funds Transfer Agreement and Disclosure, located within this Agreement. All transactions are subject to all applicable agreements, rules and regulations of our checking, savings and line of credit accounts for which an access device is used or preauthorized transfers are made, now or in the future, as said agreements, rules and regulations are now in effect or as they may hereafter be amended, modified or adopted.

Business Liability

Businesses are responsible and liable for all authorized and unauthorized transactions made through the use of any Service, unless and as clearly varied in writing in this Agreement. All transactions are subject to all applicable agreements, rules and regulations of our checking, savings and line of credit accounts for which an access device is used or preauthorized transfers are made, now or in the future, as said agreements, rules and regulations are now in effect or as they may hereafter be amended, modified or adopted.

Illegal Use of Electronic Services

You agree not to use your Electronic Service or access device for any illegal transactions, including Internet gambling and similar activities.

Amendment, Discontinuation and Termination

We may amend or change this Agreement, including changes to the Services and fees, terms, features or conditions, at any time after such notice, if any, as is required by law. Your use of any Service after the effective date of any such amendment(s) will constitute your acceptance of and agreement with such amendment(s).

We may terminate this Agreement, immediately remove or refuse access to any Service, and revoke or refuse use of your access device, at anytime, including but not limited to in the event that we or you terminate any

account(s) accessed by any Service. You can also terminate this Agreement at anytime by notifying us in writing and by no longer using any of the Services. Whether you terminate this Agreement or we do, you will still remain obligated under the terms of this Agreement, even if we allow any transactions to be completed after this Agreement has been terminated. If an account accessed by any Service is closed, we reserve the right to charge fees due to us to any other transaction account or savings account you maintain with us, in that order. Neither discontinuation or termination of any Service shall affect your liability or obligation, including payment of accrued fees, under this Agreement. Any amendment or termination will be binding upon you as though expressly agreed to by you. If your account is a joint account, notice to one of you is notice to all of you. In the event that a written notice is mailed to you, it will be mailed to your last known address as shown on our records. In the event that a written notice is emailed to you, it will be sent to your last known email address as shown on our records. You agree to keep us informed of any changes to your address and/or email address.

In addition to the provisions above, for security purposes, if you have not used a Service for a period of time, we reserve the right to terminate the Service without notice.



Electronic Funds Transfer Services Available

The present electronic funds transfer services that are available to you when you open certain accounts with us are described in detail in this Agreement. In addition to these Services, you can also make other deposits, withdrawals, or transfers to or from your checking or savings account(s) electronically. You may authorize a merchant or other payee to make an electronic payment from your checking account using information from your check to: (1) pay for purchases, or (2) pay for bills.

CONSUMER SERVICES

Check Card Services

The services available through use of your check card are listed below:

- A checking account is required to obtain a check card.
- You may use your check card to make purchases from your primary checking account at merchants that accept Interlink® or Visa debit cards.
- You can access your checking, statement savings, money market and personal line of credit accounts at PLUS® or Visa ATMs for:
 - Balance inquiries.
 - Deposits at accepted locations.
 - Withdrawals.
 - Transfers between your accounts.
 - Payments at our ATMs only.
- For funds availability on ATM deposits, see the Availability of ATM Deposits section under Funds Availability in this Agreement.

Additional Benefits

- VISA Extras – It's free to enroll your VISA CheckCard in VISA Extras. With it, you will earn points every time you make a qualifying purchase.
- Verified by VISA – It's free to enroll your card in Verified by VISA. Verified by VISA protects your card with a personal password while shopping online.
- Overdraft Protection is available to cover ATM, POS, or Visa transactions as needed (read the section titled "Overdraft Protection Service").

ATM Card Services

The services available through use of your ATM card are listed below:

- You may use your ATM card to make purchases at merchants that accept Interlink.
- You can access your checking, statement savings, money market and personal line of credit accounts at PLUS ATMs for:
 - Balance inquiries.
 - Deposits at accepted locations.
 - Withdrawals.
 - Transfers between your accounts.
 - Payments at our ATMs only.
- For funds availability on ATM deposits, see the Availability of ATM Deposits section under Funds Availability in this Agreement.
- Overdraft Protection is available to cover ATM or POS transactions as needed (read the section titled "Overdraft Protection Service").

Phone Banking Services

The services available through use of Phone Banking are listed below:

- **To access, call 1.800.232.0606 for NPB and 1.866.483.3945 for KNBT, 24 hours a day.**
- Obtain balance and transaction information.
- Transfer funds between your accounts with us.
- Obtain a cash advance or make a payment by transferring funds between your personal line of credit account and your checking or savings account.
- Request a stop payment.
- Checking, savings, money market, mortgages and personal line of credit accounts can be accessed.
- The first time you request account information or to transfer funds, you will be prompted to provide certain identifying information and to select a PIN. This procedure will be necessary for each account you wish to access.

Online Banking and e-Statement

The services available through use of Online Banking are listed below:

- Obtain balance and transaction information.
- Transfer funds between your accounts with us.
- Obtain a cash advance or make a payment by transferring funds between your personal line of credit account and your checking or savings account.
- Download account information – may be limited to certain software versions.
- Obtain images of your cancelled checks.
- Request a stop payment.
- Send us a secure email.
- Pay bills through our bill payment feature.
- e-Statement option – electronically receive your periodic deposit account statements and disclosures.

Eligible accounts include:

- Deposit Accounts: checking, savings, money market, club, IRA and certificate of deposit



- Loan Accounts: home equity, personal loan, automobile loan, line of credit and mortgages
- We reserve the right to limit the types of accounts that are available for this Service.

By enrolling, you authorize us to provide you with access to all eligible accounts held in your name and/or held jointly with others that are open at the time Online Banking is initially provided or opened in the future. Accounts requiring more than one signature are not eligible for transfers.

ADDITIONAL DISCLOSURES REGARDING ONLINE BANKING, e-STATEMENT AND ONLINE BILL PAYMENT ARE PRESENTED ONLINE FOR ACCEPTANCE UPON ENROLLMENT FOR ALL ONLINE BANKING CUSTOMERS, AND TOGETHER WITH THESE DISCLOSURES, CONSTITUTE THE ENTIRE DISCLOSURES REQUIRED BY LAW.

PC Banking via Microsoft® Money, Quicken® and QuickBooks

The services available through use of PC Banking are listed below:

- Obtain balance and transaction information.
- Transfer funds between your accounts with us.
- Communicate through PC Service with us via bank mail.
- Pay bills through our bill payment feature.

Eligible accounts include checking, savings, and money market. We reserve the right to limit the types of accounts that are available for this Service.

By enrolling, you authorize us to provide you with access to all accounts with us held in your name and/or held jointly with others that you request. Accounts requiring more than one signature are not eligible for transfers.

ADDITIONAL DISCLOSURES REGARDING PC BANKING VIA MICROSOFT MONEY, QUICKEN AND QUICKBOOKS ARE CONTAINED IN THE USER'S GUIDE THAT WILL BE MAILED TO YOU WITH YOUR WELCOME KIT UPON ENROLLMENT, AND TOGETHER WITH THESE DISCLOSURES, CONSTITUTE THE ENTIRE DISCLOSURES REQUIRED BY LAW.

Wire Transfer Services

The services available through use of Wire Transfers are listed below:

- Same day transfer of funds from one financial institution to another.
- Eligible accounts include checking, savings and money market.
- Confirmation sent on all incoming wires.

CONSUMER ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This disclosure only applies to consumer accounts, that may be accessed using any electronic funds transfer service or system, including but not limited to those described in this Agreement. This disclosure is to inform you of certain rights to which you are entitled under the Electronic Funds Transfer Act. This disclosure supplements the terms, conditions, limitations and other information applicable to electronic funds transfer services set forth in this Agreement.

A. Transfer Limitations

Federal regulations limit the frequency of electronic transfers from statement savings, passbook savings and money market accounts to no more than six telephone or preauthorized transfers per statement period, using any combination of electronic funds transfer services. Of the six transfers, only three may be made to third parties.

B. Documentation of Transactions

You will get a receipt at the time you conduct any transaction or make any transfer to or from your account using an electronic terminal (an electronic device other than a telephone or home banking device) that accepts your access device.

If you have arranged with others to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number in Paragraph F below to find out whether or not the deposit has been made.

You will get a monthly account statement if you have a checking account. If you have a savings account, you will

get a monthly statement unless there are no transfers or transactions in a particular month. In any case, you will get a savings account statement at least quarterly. These statements will show electronic funds transfers to or from your account.

C. Our Business Days

Our business days are generally Monday through Friday, 9 a.m. to 5 p.m. ET and Federal holidays on which we are open for substantially all of our business functions.

D. In Case of Errors or Questions About Your Electronic Transactions

Telephone or write us at the number or address in Paragraph F below as soon as possible if you think your statement or receipts are wrong or if you need more information about a transaction listed on the statement or receipt. ***We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. We will need the following information:***

- your name and account number.
- description of the error or the transfer or electronic check conversion you are unsure about. Explain as clearly as you can why you believe it is in error or why you need more information.
- the dollar amount of the suspected error.

If you tell us orally, we require that you also send your complaint or question in writing within ten business days of your oral notification. We will tell you the results of our investigation within ten business days (20 business days if error occurred within 30 days of opening



the account) after we hear from you and will promptly correct any error. However, if we need more time to investigate your complaint or question, we may take up to 45 days (90 days if the error involved a point-of-sale (POS) transaction or was initiated outside the USA, or occurred within 30 days of opening the account). If we decide to do this, we will recredit your account within five business days for purchases or ten business days for all other types of transactions (20 business days if error occurred within 30 days of opening the account) 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. If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not recredit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we credited your account while investigating an error, you must repay those funds if we conclude that no error occurred.

E. Our Liability for Failure to Complete a Transaction

If we do not complete a transaction on time or in the correct amount when properly instructed by you, we will be liable for your actual losses or damages. However, there are some exceptions. We will not be liable, for instance:

- if through no fault of ours you do not have enough available funds in your account to complete the transaction,
- if the money in your account is subject to legal process or other encumbrances restricting the transfer,
- if the automated teller machine where you are conducting the transaction does not have enough cash,
- if circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken,
- if the terminal or system was not working properly and you knew about the breakdown when you started the transaction,
- if incomplete or inaccurate information is forwarded by the United States Treasury or through an automated clearing house,
- if the transaction you request exceeds the funds in your account plus any available overdraft protection,
- if your access device has been reported lost or stolen or your electronic privileges suspended and you are using the reported/suspended access device,
- if we have reason to believe that a transaction requested is unauthorized, or
- if the transaction would exceed security limitations on the use of your access device.

F. How to Contact Us Regarding a Lost or Stolen Access Device or Unauthorized Transaction

If you believe your access device has been lost or stolen or that someone has transferred or may transfer money from your account without your permission,

call: 1.800.822.3321
or write: National Penn Bank
Attn.: Electronic Banking Services
P.O. Box 547
Boyertown, PA 19512

Your access device may be suspended or terminated, or you may be denied access to the service or system while we investigate your claim until it is reactivated and/or a new access device is selected or provided.

G. Liability for Unauthorized Transactions

(excluding purchases – see paragraph below)

Tell us immediately if you believe your access device has been lost or stolen or used without your permission.

Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within two business days after you discover the unauthorized transactions or the loss or theft of your access device, you can lose no more than \$50 if someone used your access device without your permission.

If you do not tell us within two business days after you discover the unauthorized transactions or the loss or theft of your access device, and we can prove we could have stopped someone from using your access device without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transactions that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was sent to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

H. Liability for Unauthorized Purchases using an Access Device

Tell us at once if you believe your access device has been lost or stolen or used without your permission. Telephoning is the best way of keeping your possible losses down. If you tell us immediately after you discover the unauthorized transactions or the loss or theft of your access device, you will lose no money if someone used your access device without your permission.

However, if your statement shows transactions that you did not make or authorize and you do not tell us within 60 days after the statement was sent to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

I. How to Stop Payment of a Preauthorized Transfer

If you have authorized regular transfers to be made out of your account, you can stop any of these transfers. Here's how:

Call us or write us at the address in Paragraph F in time for us to receive your request three business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you our current fee for each stop payment you order.



If these regular transfers may vary in amount, the person you are going to pay will tell you, ten days before each transfer, when it will be made and how much it will be. You may choose instead to get this notice only when the transfer would differ by more than a certain amount from the previous transfer or when the amount would fall outside certain limits that you set.

If you order us to stop one of these transfers three business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages, unless we request and do not receive written confirmation of an oral stop payment within 14 days and the transfer takes place after the 14 days, or you fail to give us proper information and instructions that would enable us to place the stop on the transfer.

J. Confidentiality – Disclosure of Account Information

We will disclose information to third parties (including our affiliates) about your account or the transactions you make:

- Where it is necessary for completing transactions; **or**
- In order to verify the existence and condition of your account with us for a third party, such as a credit bureau or merchant; **or**
- In order to comply with government agency or court orders as required by law; **or**
- To assist us in servicing your account; **or**
- To offer you additional products and services; **or**
- If you give us your written permission.

BUSINESS SERVICES

All the Terms and Conditions of Electronic Banking Services in the General Information section on pages 38 through 40 are also applicable to Business Services.

Business CheckCard Services

The services available through use of your Business CheckCard are listed below:

- A checking account is required to obtain a Business CheckCard.
- You may use your Business CheckCard to make purchases from your primary checking account at merchants that accept Interlink or Visa debit cards.
- You can access your checking, statement savings, and money market accounts at PLUS or Visa ATMs for:
 - Balance inquiries.
 - Deposits at accepted locations.
 - Withdrawals.
 - Transfers between your accounts.
 - Payments at our ATMs only.
- For funds availability on ATM deposits, see the Availability of ATM Deposits section under Funds Availability in this Agreement.

Additional Benefits

- Enroll your Business CheckCard in VISA Extras and begin earning points on qualifying purchases that can be redeemed for rewards.
- Enroll your Business CheckCard in Visa Information Source Select, an online reporting analysis tool that provides detailed reporting on your Business CheckCard purchases.
- Overdraft Protection is available to cover ATM, POS, or Visa transactions as needed (read the section titled “Overdraft Protection Service”).

Corporate ATM Card Services (Deposit Only)

The services available through use of your Corporate ATM Card are listed below:

- You can deposit to your checking, statement savings, and money market accounts at accepted PLUS ATMs.
- For funds availability on ATM deposits, see the Availability of ATM Deposits section under Funds Availability in this Agreement.

Phone Banking Services

The services available through use of Phone Banking are listed below:

- **To access, call 1.800.232.0606 for NPB and 1.866.483.3945 for KNBT, 24 hours a day.**
- Obtain balance and transaction information.
- Transfer funds between your accounts with us.
- Obtain a cash advance or make a payment by transferring funds between your line of credit account and your checking or savings account.
- Request a stop payment.
- Checking, savings, money market, mortgages and selected line of credit accounts can be accessed.
- The first time you request account information or to transfer funds, you will be prompted to provide certain identifying information and to select a PIN. This procedure will be necessary for each account you wish to access.

KNBT – Online Banking and e-Statement

The services available through use of Online Banking are listed below:

- Obtain balance and transaction information.
- Transfer funds between your accounts with us.
- Obtain a cash advance or make a payment by transferring funds between your line of credit account and your checking or savings account.
- Download account information – may be limited to certain software versions.
- Obtain images of your cancelled checks.



- Request a stop payment.
- Send us a secure email.
- Pay bills through our bill payment feature.
- e-Statement option – electronically receive your periodic deposit account statements and disclosures.

We reserve the right to limit the types of accounts that are available for this Service.

By enrolling, you authorize us to provide you with access to all eligible accounts held in your name that are open at the time Online Banking is initially provided or opened in the future. Accounts requiring more than one signature are not eligible for transfers.

ADDITIONAL DISCLOSURES REGARDING ONLINE BANKING, e-STATEMENT AND ONLINE BILL PAYMENT ARE PRESENTED ONLINE FOR ACCEPTANCE UPON ENROLLMENT FOR ALL ONLINE BANKING CUSTOMERS, AND TOGETHER WITH THESE DISCLOSURES, CONSTITUTE THE ENTIRE DISCLOSURES REQUIRED BY LAW.

NPB – Online Banking for Business

The services available through use of Online Banking for Business are listed below:

- Obtain balance and transaction information.
- Transfer funds between your accounts with us.
- Download account information – may be limited to certain software versions.
- Obtain images of your cancelled checks.
- Request a stop payment.
- Send us a secure email.
- Pay bills through our bill payment feature.

We reserve the right to limit the types of accounts that are available for this Service.

In order to access more than one account, all signers must match. If an eligible business account is added to your personal setup, the signers on that account(s) must match your personal accounts. Nonprofit accounts cannot be added to a personal account setup. Accounts requiring more than one signature are not eligible for Online Banking for Business.

ADDITIONAL DISCLOSURES REGARDING ONLINE BANKING FOR BUSINESS AND ONLINE BILL PAYMENT ARE PRESENTED ONLINE FOR ACCEPTANCE UPON ENROLLMENT FOR ALL ONLINE BANKING CUSTOMERS, AND TOGETHER WITH THESE DISCLOSURES, CONSTITUTE THE ENTIRE DISCLOSURES REQUIRED BY LAW.

PC Banking via Microsoft Money, Microsoft Office Small Business Accounting, Quicken and QuickBooks

The services available through use of PC Banking are listed below:

- Obtain balance and transaction information.
- Transfer funds between your accounts with us.
- Communicate through PC Service with us via bank mail.
- Pay bills through our bill payment feature.

Eligible accounts include checking, savings, and money market. We reserve the right to limit the types of accounts that are available for this Service.

By enrolling, you authorize us to provide you with access to all accounts with us held in your name and/or held jointly with others that you request. Accounts requiring more than one signature are not eligible for transfers.

ADDITIONAL DISCLOSURES REGARDING PC BANKING VIA MICROSOFT MONEY, MICROSOFT OFFICE SMALL BUSINESS ACCOUNTING, QUICKEN AND QUICKBOOKS ARE CONTAINED IN THE USER'S GUIDE THAT WILL BE MAILED TO YOU WITH YOUR WELCOME KIT UPON ENROLLMENT, AND TOGETHER WITH THESE DISCLOSURES, CONSTITUTE THE ENTIRE DISCLOSURES REQUIRED BY LAW.

Wire Transfer Services

The services available through use of Wire Transfers are listed below:

- Same day transfer of funds from one financial institution to another.
- Eligible accounts include checking, savings and money market.
- Confirmation sent on all incoming wires.

BUSINESS CHECKCARD LIABILITY

This disclosure only applies to Business accounts that may be accessed using our Business CheckCard. This disclosure supplements the terms, conditions, limitations and other information applicable to electronic funds transfer services set forth in this Agreement.

A. General Information

Security Procedure

By acceptance and use of this card, you agree to the security procedures outlined in this section of this Agreement.

You agree to instruct your employees on the proper use of the card (access device). An access device (including but not limited to a Personal Identification Number (PIN), ATM card, check card, signature, or other means) may be required to enable you to be identified when using a Service. Access devices are personal and confidential and are to be used only as instructed. You agree that if you disclose or provide your access device to someone else, you are authorizing them to act on your behalf, and you will be responsible for any use of the access device by them.



Daily Spending and Cash Withdrawal Limits

Setting limits on the amount a cardholder can spend or withdraw can control employee spending and fraudulent activity in the event of a lost or stolen card. You agree to establish and periodically review card limits to maintain such limits at a reasonable level to control usage and manage risk.

The following are different types of limits that can be placed on a Business CheckCard. Calendar day limits may be requested in increments of \$100 up to the maximum limits listed in the Business Deposit Products and Services Fee Schedule – Electronic Banking Services and Fees section.

- **ATM Limit.** This limit applies to the amount of cash that can be withdrawn in one day from ATMs (usually lower than purchase limits).
- **POS Limit.** This limit applies to purchases made with a PIN.
- **Visa Purchase Limit.** This limit applies to Visa (signature or credit) purchases and cash advances made without a PIN.

Statements

You agree to examine your statement carefully upon receipt and reconcile your account and notify us promptly of any error or unauthorized transactions appearing on your statement.

B. How to Contact Us Regarding a Lost or Stolen Access Device or Unauthorized Transaction

If you believe your access device has been lost or stolen or that someone has transferred or may transfer money from your account without your permission,

call: 1.800.822.3321
or write: National Penn Bank
Attn.: Electronic Banking Services
P.O. Box 547
Boyertown, PA 19512

Your access device may be suspended or terminated, or you may be denied access to the service or system while we investigate your claim until it is reactivated and/or a new access device is selected or provided.

C. Liability for Unauthorized Purchases Using a Visa Business CheckCard

Visa's Zero Liability Policy has been devised to provide you with protection against **unauthorized Visa Business CheckCard transactions processed through the Visa and Interlink Networks. This includes Visa purchases (signature-based purchase, Internet purchase, phone or mail order purchase) and Interlink purchases (point-of-sale debit transactions conducted using a Personal Identification Number).** If you suspect that your Visa Business CheckCard, card number and/or PIN has been lost or stolen, you may not be responsible for any unauthorized purchases if you report the theft promptly. **An unauthorized transaction excludes any transaction allegedly conducted by:**

- **A business co-owner (e.g., someone who is a partner or major shareholder of the company);**
- **The cardholder or person authorized by a cardholder (e.g., if the cardholder gives his/her card to another party for use);**
- **Any person with an interest in or authority to transact business on the account.**

Tell us immediately if you believe your Business CheckCard has been lost or stolen or used without your permission. Telephoning is the best way of keeping your possible losses down. If you tell us immediately after you discover the unauthorized transactions or the loss or theft of your Business CheckCard, we will limit your liability for those transactions to zero. In evaluating your claim, we will consider whether gross negligence on your part contributed to the transactions in question. We may increase your liability 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.

If your account statement shows transactions that you did not make or authorize and you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

We will provide you with provisional credit for unauthorized transactions within five business days from receipt of notification. We may require written confirmation of the unauthorized transactions before providing provisional credit.