

Business Debit Card Agreement

Terms & Conditions

Introduction: This Business Debit Card Agreement ("Agreement") contains contract terms and other important information relating to your 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 deposit 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 cards. The words "you," "your," and "company" refer to the business customer or owner of the specific account for which card transactions are permitted. The word "Cardholder" refers to any person authorized by you to use this card.

Business Card Purpose:

COMPANY ACKNOWLEDGES AND UNDERSTANDS THAT THE CARDS ISSUED UNDER THIS AGREEMENT WILL NOT BE TREATED AS CONSUMER CARDS UNDER THE PROVISIONS OF STATE AND FEDERAL LAW. CUSTOMER WILL NOT HAVE THE BENEFIT OF ANY LIMITATIONS OF LIABILITY WITH RESPECT TO THE UNAUTHORIZED USE OF THE CARDS. CUSTOMER ACCEPTS AND AGREES TO UNDERTAKE THE ADDITIONAL RISK ASSOCIATED WITH USE OF BUSINESS PURPOSE CARDS AND AGREES TO ASSUME THE GREATER MEASURE OF LIABILITY DESCRIBED IN THIS AGREEMENT.

Additional Risk Associated with 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 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 PIN 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 line of credit.) If your Card and/or PIN 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 transaction with your Card and/or PIN will continue until two (2) business days after the day we receive such written notice. If you do not notify us within sixty (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.

Account Requirement, Payment Responsibility, Transferability, Enforceability: The services described in the 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 Procedure: 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 each Cardholder. Each Cardholder must sign their Card before it may be used. As a security procedure, you agree to the requirements of having both a Card and a code to be used together to obtain cash at designated ATMs. 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.

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 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, in the overdraft status, unless otherwise agreed in writing and, unless that would otherwise overdraw your account as long as the account is covered by the overdraft protection feature.

I acknowledge that I have received a disclosure for Business Debit Card Agreement Terms & Conditions.

Business Name

Account Number

Business Owner (Please Print Name)

Signature

Date

Business Owner (Please Print Name)

Signature

Date

Business Owner (Please Print Name)

Signature

Date