



## Debit MasterCard BusinessCard® Card Application

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Primary Business Checking Account # \_\_\_\_\_ Secondary Account (if applicable) \_\_\_\_\_

Business Tax ID # \_\_\_\_\_

Cardholder Name (Print) \_\_\_\_\_ SSN \_\_\_\_\_  
(As it should appear on card)

Cardholder Signature \_\_\_\_\_ \*Limit \_\_\_\_\_

Cardholder Name (Print) \_\_\_\_\_ SSN \_\_\_\_\_  
(As it should appear on card)

Cardholder Signature \_\_\_\_\_ \*Limit \_\_\_\_\_

Cardholder Name (Print) \_\_\_\_\_ SSN \_\_\_\_\_  
(As it should appear on card)

Cardholder Signature \_\_\_\_\_ \*Limit \_\_\_\_\_

\* Select daily limits (per cardholder) from the following options: ATM/POS daily limits: \$200 / \$500 / \$1,000 / \$3,000  
 The limit selected will apply for each type of transaction, (i.e., a \$200 daily limit selection will provide \$200 for ATM and \$200 for Point of Sale for a combined daily total of \$400 each day; maximum daily ATM withdrawal limit is \$600; a \$1,000 daily limit selection will provide \$600 for ATM and \$1,000 for Point of Sale for a combined daily total of \$1,600 each day). The Bank's Standard offline limits generally will apply in an offline situation and these limits may be higher than the transaction limits requested on the application. You understand the bank does not guarantee that the selected or standard limits will be enforced and you acknowledge that the applicant is not solely relying upon said limits to avoid loss.

If additional cards are needed, please use another application form.

Business Authorized Signer Name (Print) \_\_\_\_\_ Date \_\_\_\_\_

Business Authorized Signer (Signature) \_\_\_\_\_ Title \_\_\_\_\_

### Debit MasterCard BusinessCard® Card Agreement Terms and Conditions

You and any Cardholder agree that this Debit BusinessCard is for use by business owners and employees. By signing the application above, you understand that the regulations regarding unauthorized transactions (Regulation E) do not apply. You are responsible for controlling access and use of the Debit BusinessCard and Personal Identification Number (PIN). Each cardholder and authorized account signer shall be jointly and severally liable to Citizens Financial Bank for all transactions, whether authorized or not. You agree that the business is responsible for the payment of all charges and transactions processed by a cardholder or any other person who has been provided with or given access to a Debit BusinessCard and PIN number. You further agree that the information contained in this Application is accurate. You also agree to immediately notify Citizens Financial Bank of loss, theft, misuse of the Card or the termination or revocation of any previously authorized cardholder(s). In the event a cardholder is removed, Citizens Financial Bank shall cancel the card.

By signing above you indicate that you are a duly authorized signer on the Business Checking Account accessed by the Card and PIN, that you are authorized to enter into this agreement, and that you agree to the terms stated above. Cards shall not be issued without appropriate completed account resolutions or to accounts where multiple signatures are required. The above signature authorizes us to verify your creditworthiness and employment history, through any necessary means, including the use of consumer credit reporting agencies.

**Mail or Deliver Application to:**

CITIZENS FINANCIAL BANK

Employee: \_\_\_\_\_ PID #: \_\_\_\_\_ Office #: \_\_\_\_\_

BACK OFFICE USE ONLY			
Port #	Date Rec/Verified	Star Entry Date	ITI Entry Date
N/L on Port	Initials	Initials	Initials

# Citizens Financial Bank

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## Debit MasterCard BusinessCard® Card

### *Terms and Conditions*

**Effective Date: August 16, 2004**

**Introduction.** This Citizens Financial Bank Debit MasterCard BusinessCard® Card Agreement (“Agreement”) contains contract terms and other important information relating to your Citizens Financial Bank Debit MasterCard BusinessCard® (“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”, “us”, and “the Bank” 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. The word “Card” includes each card issued to you and each Cardholder.

**Debit BusinessCard 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. You acknowledge and understand that the Card shall not be treated as a consumer debit card (for personal use) 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 or personal 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 part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

**How to use the Debit BusinessCard, Security Procedures.** The Card allows Cardholders to directly access the business checking account specified in your Card Application. We will issue Cards and personal identification numbers (PIN) to you at your request. Each Card will identify your business as well as the Cardholder. Each Cardholder must sign their card before it may be used. You agree to require both a Card and a PIN 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 PIN. Once a Card has been issued it cannot be transferred to another person. You agree to immediately notify us when a card has been lost, stolen misused or when you revoke or terminate a Cardholder’s rights to use the card and to promptly return the card to us.

### **Terminations and Amendments.**

- We may terminate this Agreement at any time at the Bank’s discretion without prior notice.
- You may terminate this Agreement by submitting a request in writing to the Bank and providing sufficient time for the Bank to act on this request.

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 the 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 business 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 and other items.

**Overdraft Protection.** Card transactions that would otherwise overdraw your account may be covered by any overdraft protection feature your account may have. Applicable overdraft fees will also be applied.

**Stop Payment.** Any stop payment feature otherwise available to this or any other account is not applicable to Card transactions or transfers.

### **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
- Transfer funds from your checking account to your statement savings account.

- Transfer funds from your statement savings account to your checking account.
- Get information about the account balance of your checking and statement savings account.

All daily cash withdrawal limits must be approved by the Bank. A range of daily limits are available to accommodate your needs.

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

**Point-of-Sale Transactions.** You may access your checking account with your Debit MasterCard BusinessCard® to purchase goods (in person, on-line or by phone), pay for services (in person, on-line or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution and do anything that you can do with a credit card (that a participating merchant will accept with a credit card).

When using your Card and/or PIN, all daily point-of-sale transaction limits must be approved by the Bank.

## FEES

- Please refer to the Citizens Financial Bank Fee Schedule for applicable fees for your account.
- When you use an ATM not owned by us you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

## 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 machines.

**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 the 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 business checking account and statement savings that will also include a record of transactions made using the card including any transfers to or from your account(s).

## LIMITATIONS ON OUR LIABILITY

We will not be liable if:

- You do not have sufficient funds in your account to make the transfer or transaction.
- An ATM does not have sufficient cash.
- A terminal or system is not operating properly.
- Circumstances beyond our control prevent the transfer.
- A merchant refuses to accept your card.
- An ATM captures or rejects your card.

There may be other limitations on our liability, pursuant to other agreements that govern the account.

## UNAUTHORIZED TRANSFERS

**Additional Risk Associated with Use of the Business Purpose Cards.** You will not have the benefit of any consumer law limiting liability with respect to unauthorized use of your Card. This means your liability for 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.** Use of the Card shall serve as your agreement that you will pay and will honor all transactions made utilizing said debit card by any employee, agent, representative, or such other person who may have been given lawful possession thereof without regard to whether or not the person initiating the transaction was generally or

specifically authorized to enter into, complete or otherwise effectuate said transaction, it being the intention of the account owner herein to fully and wholly indemnify and hold the Bank harmless from any and all losses, claims or liabilities made upon the Bank as a result of the Bank's processing any transaction which is the result of the use of said debit card by any such person.

**Contact in Event of Unauthorized Transfer.** If you believe your Card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you should call us immediately at (888) 226-5237. For any other inquiries, you can also write us at the address below.

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

## CITIZENS FINANCIAL BANK EFT SERVICES