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 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.

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.

Unless it is inconsistent with the purpose of this Agreement, this Agreement 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.
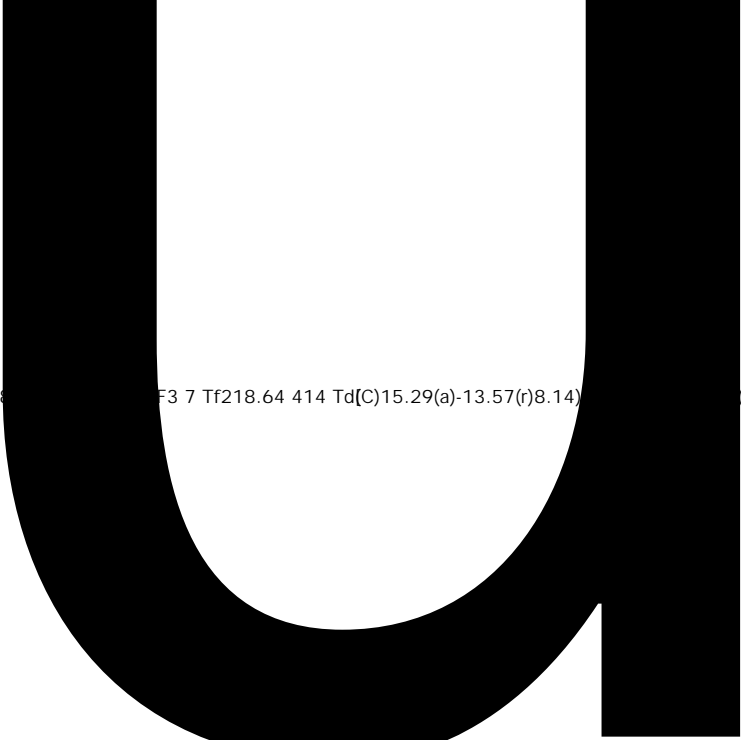
You and any Cardholder agree that this Card is for use by business owners and employees. The Card can be used for business purpose point-of-sale and Automated Teller Machine (ATM) transactions only. The Card may not be used for personal purposes. You acknowledge and understand that the Card shall not 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.

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, they 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.

The Card allows Cardholders to directly access the business checking account specified in your application. The Card will identify your business as well as the Cardholder.

You agree to the following: Cardholders must sign their Card before it may be used. You agree to require both a Card and a code to be