



TERMS AND CONDITIONS

INTRODUCTION. The Business Debit Card Application and Agreement (“Agreement”) contains contract terms and other important information relating to your Business Debit Card (“Card”) with TriCentury Bank (“Bank”). 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. For purposes of this Agreement, certain terms used through this Agreement shall have the following meanings:

- a. The term *Company* shall refer to any business entity (such as, a sole proprietorship, partnership, limited liability company, corporation, trust, estate, club, association, organization, or non-profit organization) that has applied for and been issued a Card pursuant to this Agreement; and such term shall include: (i) any and all owners and/or principals of the business entity, (ii) any and all authorized users of any card, such as officers, employees, agents, partners, managers or members as identified on the Agreement.
- b. The term *Cardholder* shall refer to an authorized user of a Card as named in Schedule A of this Agreement who has received a Card from the Company.
- c. The words “we” “our” and “us” refer to the Bank who issues the Card. The words “you” and “your” refer to the owner of the specific account for which Card transactions are permitted.

ISSUANCE OF CARDS. Upon acceptance of this Agreement by Bank, the Bank will issue Cards in the name of the Company and in the names of the Cardholders as designated on Schedule A of this Agreement with respect to the Company’s business checking account. The Bank may impose a limit on the number of Cards issued per account and may decide to issue cards with lower transaction limits than is stated in this Application and Agreement. All Cards must be signed by Cardholders, but all Cards remain the property of the Bank and must be surrendered to the Bank upon demand. The Company acknowledges that the Bank is providing such service to the Company as an accommodation only and, except as otherwise provided by law, the Bank is not responsible in any way for the manner in which the Cards are utilized.

BUSINESS CARD PURPOSE. You and any Cardholder agree that this 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.

ACCOUNT REQUIREMENTS, PAYMENT RESPONSIBILITY, TRANSFERABILITY, ENFORCEABILITY. The services described in this Agreement will be available to you only as long as you maintain a business checking/savings 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 this Agreement becomes unenforceable, it will not make any other part unenforceable.

SECURITY MEASURES. By signing this Agreement, you agree to the following security measures. 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 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 PIN. 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. Bank may terminate this Agreement at any time at its discretion, subject to prior notification required by applicable law. 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 when they are received, from smallest to largest. 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 or authorization.

TYPES OF TRANSACTIONS

Below are the types of transactions your Card will accommodate.

- **ATM Withdrawals** You may access your account by ATM using your Card and PIN to get cash withdrawals from your account up to your established ATM Limit.
- **Balance Inquiries** You may access your account balance by ATM using your Card and PIN at any ATM we own or any ATM machine in our Network. Participating Networks are shown on the back of your Card.
- **Point-of-Sale Transactions** You may access your account with your Card to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), and do anything that a participating merchant will accept up to your established POS Limit. Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

CURRENCY CONVERSION – MASTERCARD® If you perform transactions with your Card with the mastercard® logo in a currency other than US dollars, mastercard International Inc will convert the charge into a US dollar amount. At mastercard International they use a currency conversion procedure, which is disclosed to institutions that issue mastercard®. Currently the currency conversion rate used by mastercard International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or wholesale rate, determined by mastercard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by mastercard International. The currency conversion rate used by mastercard International on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date. mastercard® also charges an Internal Service Fee on all international transactions. Therefore, transactions completed with your Card will be subject to an International Service Assessment (ISA) Fee of up to 1.50% of the transaction amount.

ADVISORY AGAINST ILLEGAL USE. You agree not to use your Card for illegal gambling or other illegal purpose. Display of a payment card logo, for example, by an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the Cardholder may be located.

TRANSACTION LIMITATIONS. The daily withdrawal limit at participating ATMs and the daily purchase limits, as well as the daily total of all combined purchases and cash withdrawals are provided for by the Company on Schedule A of this Agreement and may be revised by the Company from time to time by executing a new Schedule A of this Agreement. These daily limits are applicable to the aggregate of all debit transactions made by Cardholders using the Cards during any calendar day. The amounts of debit transactions are limited to the available balance in the Company account. We reserve the right to impose further daily limit restrictions for security purposes at any time without notice to you. Maximum transaction limits that you may request on a Card are \$1,000.00 ATM Limit for Cash withdrawals and \$1,500.00 POS Limit for Point of Sale transactions.

The terms of your account may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account, or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

Federal regulation limits the number of telephone transfers and preauthorized electronic transfers to third parties (including Point-of-Sale transactions) from money market and savings type accounts. For these types of accounts, no more than six (6) preauthorized automatic, or telephone transfers and withdrawals or by check, draft, or debit card may be made from these accounts to another account of yours or to a third party in any month. If you exceed these limitations, your account may be subject to a fee or be closed.

Due to a marked increase in fraudulent debit card transactions originating internationally, certain international countries have been blocked by the Processor. Your Card is not available for use in certain countries outside the United States, you must contact TriCentury Bank prior to any international transactions.

FEES

The below fees are applicable to your Card:

- Replacement card due to loss, theft, or Card malfunction: \$5.00
- Overdraft or insufficient Funds fee: \$25.00

Please refer to the Bank's current Schedule of Fees for the most up to date listing of the Bank's fees.

DOCUMENTATION

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 or money market 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.
- When your Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.

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 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 transactions with your Card and/or PIN will continue until 2 business days after the day 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 LIMITS ON LIABILITY. Business Accounts Liability for Unauthorized Transfer, except for mastercard zero liability protection, if applicable, provisions for consumer liability are not applicable to business accounts such as accounts for sole proprietorship, corporation, partnership, limited liability entity, any other business entity, or an account not established for personal, family or household purpose. Business account customers are solely liable for all authorized and unauthorized uses of their cards to the fullest extent allowed by law. Unless we receive a notice of security breach, use of the card shall be deemed authorized by you, whether in fact authorized by you or not, without any obligation to verify or authenticate its use. You further agree to assist and cooperate with us and any law enforcement agency to identify the unauthorized user and the unauthorized use.

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, call or write us at the telephone number or address listed below.

1-888-309-2240 (08:00 am to 5:00 pm Monday through Friday)

1-800-472-3272 (Automated 24 hr. phone line to report Lost or Stolen Card only)

TriCentury Bank
Attn: Deposit Operations
PO Box 329
De Soto, KS 66018

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 statement 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 dividends or 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 above. If you tell us orally, we may require your complaint or question in writing within 14 business days.

If you provide us with timely notice of an error or problem in your periodic statement, we will investigate the matter and notify you of the results as soon as reasonably possible under the circumstances.

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