



Business Debit Card Agreement

This Business Debit Card Agreement ("Agreement") specifies the rights and obligations of Crest Savings Bank ("Bank") and the Company ("Company") described below. Company agrees to the terms and conditions provided herein. In this Agreement the term "Company" includes all depositors named as owner(s) of the accounts accessed by the Business Card and anyone else that the owners permit to use the Business Card ("Cardholders"). By using Bank's Business Card, the Company agrees to all of the terms and conditions set forth below. The Business Card is a debit card, and all ATM, purchase and POS (Point of Sale) transactions with the Card will be deducted from the appropriate Company account. The Cards are not credit cards, which mean Company may not defer payment of transactions. Whereas, *Crest Savings Bank* ("Bank") is willing to issue such Cards pursuant to the terms of this Agreement.

- 1. **Issuance of Cards:** The Bank may issue cards to Authorized Cardholders upon the request of the Company. The name of the authorized cardholder will be imprinted, on the Card, along with the Company's name. Cards will be mailed to the address of the Company, unless otherwise requested in writing. The Company acknowledges the Cards are for the use of the Company's authorized signers only and is solely responsible for the use of the cards by an authorized cardholder. Unless the company notifies the Bank in writing, the company hereby authorizes and directs the Bank to issue a renewal or replacement card before the expiration of each card. The company acknowledges and agrees that the Cards are not assignable or transferable. Company certifies that all accounts linked to the cards have been established for purposes other than personal, family, or household use. Business Cards are for business-related expenses or services.
- 2. Services: Card(s) provided in connection with this Agreement may be used to obtain the following services ("Services"):
 - Withdraw cash at participating ATMs;
 - Purchase goods and services at merchants, online or by telephone.
 - Obtain cash advance at financial institutions that accept MasterCard®
 - Make deposits at the Bank's ATM
 - Transfer funds between linked accounts
- 3. **Card/PIN Security:** Each cardholder activates the card and selects a PIN after validation using a voice response phone system. The cardholder is responsible for safekeeping his card and PIN and assumes full responsibility for all Card transactions. The Company is responsible to notify each cardholder to secure their Card and PIN and notify the Bank if they are compromised.
- 4. **Limitations:** Limits are placed on transactions and dollar amounts for risk control measures and we may add to, remove from, or otherwise change our restrictions at any time without notice to the company. The Bank is not responsible for any limitations placed by any other participant in the system.

If you plan to use your Business Debit Card at a non-US location whether in person or via the internet or telephone, you must contact your local branch or call 609-522-5091 to open Card to International Transactions. These transactions are blocked to protect against fraud on your account. Foreign transactions not settled in US Currency will be converted to the US dollar amount. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

The Bank reserves the right to decline any transaction that the Bank believes to be an illegal transaction, an internet or on-line gambling transaction or a high risk transaction at the Bank's sole discretion. You may not use your account to conduct transactions in any county or territory or with any individual or entity that is subject to economic sanctions administered and enforced by the US Department of the Treasury's Office of Foreign Assets Control.

5. Hold on Funds; Security Interest: When Company uses a Card, a hold may be placed on funds in the account (s) accessed. The hold may be for the amount of the transaction or for a pre-established amount in excess of individual transactions (for example, hotel or car reservations). The held funds will not be available for other account purposes, and Bank has the right to return checks or other items drawn against the Account to maintain sufficient funds to pay for any previously authorized Card transactions. The hold may be released on or before the date that the Card transaction is settled, however the Company agrees to maintain sufficient available funds on deposit in the affected account to cover all previously authorized transactions

including overdraft fees. Company grants to Bank a security interest in all accounts held at the Bank to secure Company's obligations to the Bank under this agreement.

- 6. Companies Liability: The Company will be liable for all transactions received by the Bank that identifies the Card as the Company, whether or not the particular transaction was authorized by Company. Company shall be responsible regardless of whether such transactions were (a) by or on behalf of any authorized individual, or for any authorized purpose, or by an unauthorized person or in conflict with any usage limitation established by Company; (b) using a valid pin; or (c) in accordance with merchant. Companies liability for all transactions data under this Agreement will continue until the all Cards are returned to Bank, or Company instructs Bank to cancel all Cards and Bank has had a reasonable opportunity to cancel all Cards.. Bank may from time to time require closure of an account(s) and reissuance of one or more Cards as a means of preventing further losses and Company agrees to bear all cost associated with the same. Use of the Card(s) or a PIN is controlled by the Company and the Bank is not responsible to limit Card use to individuals specified as "authorized signers" on the account. Issuance of the Card(s) provided pursuant to this Agreement creates an inherent risk of unauthorized use. Authorization for use of the Cards and any PIN(s) is not dependent upon or limited to either those individuals specified on the signature card for account(s), or other individuals specifically authorized by Company to use a Card or PIN.
- 7. **Fees:** Transactions may be subject to services charges imposed by other financial institutions or by merchants. You may also incur fees under Bank's Disclosure of Account Terms. We reserve the right to charge for the issuance of Debit cards.
- 8. Unauthorized Transactions: There are additional risks associated with the 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 the 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. You are liable for Card transactions you do not authorize unless you can prove that we did not process the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by law.

Company has no right to cause Bank to stop payment, charge back or otherwise dispute any transaction data, including valid and invalid Card transactions. If Company has dispute with a merchant regarding goods or services purchased with a Card transaction or other Service, Company will need to resolve its dispute with the merchant. We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your card.

Tell us AT ONCE if you think your Card and/or PIN has been lost, stolen or used (or may be used) without your permission. You can report lost or stolen Card immediately by calling 800-472-3272.

9. Termination. We may suspend or terminate your use of the Cards and this service with or without cause at any time without prior notice. We may terminate your use of our Card and this service immediately if: you or any owner of your account breeches this or any other agreement with us; we have reason to believe that there has been or may be unauthorized use of your account, Card or PIN; there are conflicting claim to the funds in your account; or you or any owner or authorized signer on your account asks us to terminate any Card associated with your account, you will be liable for subsequent transactions performed by you or any other cardholder on your account. The Bank may also close Cards if they are inactive in excess of one year.