

**CHARTERWEST BANK
BUSINESS DEBIT CARD AGREEMENT**

As used in this agreement, the words "we", "our" and "us" means CharterWest Bank and the words "you" and "your" means the owner, officer, cardholder, or employee of the business who has been issued a Business Debit Card. The word "Card" refers to CharterWest Bank's Business Debit Card. The terms of this Agreement are in addition to the Terms and Conditions in the deposit account disclosure you received upon opening your account. By signing, using and accepting the Card or by allowing anyone to use your Card, you agree to the terms and conditions of this Agreement and that you will be responsible for all authorized and unauthorized transactions conducted using your Card.

- 1. Issuance of Cards:** You acknowledge that the Bank is providing such service to You as an accommodation party only and except as otherwise provided by law, Bank is not responsible in any way for the manner in which the Card(s) are utilized.
- 2. Use of your Card:** When you use your card to make an authorized transaction, you are authorizing us to withdraw funds from your account for the amount of the transaction. You will select a Personal Identification Number ("PIN") for use with your card. You acknowledge that the PIN which you use with your card is an identification code that is personal and confidential and that the use of the PIN is a security method by which we are helping you to maintain the security of the account(s). Therefore, YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS YOUR PIN.
 - a) VISA POS Purchases.** You may use your Card to purchase goods and services from any retail establishment ("Merchant") that accepts Visa cards. If you give your Card number to make a purchase without presenting the Card (such as for mail orders, telephone orders and Internet purchases) we will deduct the transaction from your primary checking account.

When you use your Card in person to make a purchase at a VISA merchant that accepts Visa cards, the merchant will obtain authorization for the amount of the transaction and if approved, we will reduce the amount of the available balance in your account by placing a temporary hold for the amount of the transaction. When the actual transaction is processed by us, your account will be debited and the temporary hold will be released. You agree to hold us harmless if we dishonor other POS, ATM or check transactions while the temporary hold is in place.
 - b) ATM Transactions:** You may use your Card with your PIN at designated ATMs to withdraw cash, perform account balance inquiries; or transfer funds between accounts when available. You may also be able to make payments by enclosing cash, checks or drafts and the coupon for those items that are normally accepted at a branch location.

Some ATMs may only provide access to the accounts you have designated as your primary account of each account type. Not all ATMs may accept deposits. Designated ATMs are those owned and operated by the Bank, as well as, ATMs and POS terminals which display one or more of the Accel, Plus, or VISA Network logos.
 - c) Purchase (POS) Transaction.** You may use your ATM Card with your PIN at certain retail establishments ("Merchant") to purchase goods and services and/or to obtain cash where permitted by the Merchant ("Purchase"). The amount of such Purchases (including any cash obtained) will be deducted from your primary account.

You agree that the uses of your Card described in this Agreement shall be subject to the rules and regulations of each account which is accessed by such Card.
- 3. Limitations on Card Use:**

Maximum daily amounts will be established at card issuance for (a) cash withdrawals and/or purchases at designated ATMs and retail establishments (Merchants) and (b) purchases at Merchants that accept Visa cards for each day. These limits are provided the funds are also available in your account. Cards are limited to 12 ATM transactions and 20 Point of Sale (POS) transactions in a day (24 hours). You will be denied the use of the Card if you exceed the daily withdrawal or purchase limits, do not have adequate funds available in your account, you do not enter the correct PIN or you exceed the frequency of usage limitation. There is a limit on the number of such denials permitted. Attempts to exceed the limit will result in machine retention of your Card at an ATM. The number of attempts that result in machine retention is not revealed for security reasons. For your security, if we notice excessive use of your Card that appears suspicious, we may restrict further use of your Card until we confirm the activity with you. Card use may also be restricted by geographic location at the discretion of the Bank.
- 4. Business Card 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. 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 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.
- 5. Card Controls:** The Business can control, limit, restrict, and or monitor your card's activity and transactions from the card management feature in Mobile Banking.
- 6. Charges for Transactions:** You agree to pay any service charges applicable to your card. You should refer to our fee schedule and/or your account disclosure for the charges currently in effect. We reserve the right to change our fee schedule from time to time and to charge your account in accordance with the fee schedule that will be provided to you at least thirty (30) days prior to the implementation date.

Notice of ATM Fees By Others (foreign-ATM): If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.
- 7. Foreign Currency Exchange Rate:** When you use your card for an international transaction in foreign currency, Visa will convert the transaction amount to US dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date.
- 8. Record of Transaction:** At ATM locations you will receive a printed receipt for each transaction at the time of the transaction, unless the ATM offers the option to receive a receipt and you decline. You may receive a printed receipt for each POS purchase transaction you make at the time of the transaction. All transactions made during the month will appear on the monthly account statement issued to the business.
- 9. POS Purchases Right to Stop Payment:** You ARE NOT permitted to stop payment on any purchases made using your Card. Any claims regarding merchandise or services purchased using your Card must be resolved by you directly with the merchant. If you assert a claim against the merchant, you are still obligated to pay us the total amount of the sales slip.
- 10. Purchase Refunds:** Any refund to you by a merchant must be made by credit to your account. No cash refunds are permitted.
- 11. Fraud Services:** Your card will be monitored by our 24/7 Fraud Detection Services. If suspicious activity is detected on your card, you will be contacted immediately to verify the authenticity of the transaction. Contact may be made via text message and/or voice automated phone call.
- 12. Illegal Activities:** You agree not to use your Card or Account to engage in activities deemed illegal by federal and/or state laws, including but not limited to Internet gambling. If you use your Card to engage in activities deemed to be illegal, you understand you will be liable for any transactions conducted.
- 13. Unauthorized Transfers/Loss or Theft of Card/Errors or Questions:** Additional Risk Associated with the Use of Business Purpose Cards. You may not have the benefit of any consumer law limiting liability with respect to 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.

You are liable for Card transactions, conducted using a PIN, 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 if you do not contact us in a timely manner. If your Card and/or PIN are 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 PIN will continue until 2 business days after the day we receive such written notice. When using your Visa Debit Card, the above liability limitations are modified for Visa purchase transactions. With Visa's Zero Liability Policy, if you notify us of the loss or theft of your Card, your liability for unauthorized Visa purchase or point-of-sale transactions is \$0. Visa's Zero Liability Policy does not apply to ATM or to PIN transactions not processed by Visa.

We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

If you or any authorized user furnishes a Card to another person, you shall be deemed to have authorized all transactions that may be accomplished by the Card. You agree to examine your receipts and periodic statements using ordinary care and to report any errors to us within a reasonable period of time, not exceeding 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 the information in the periodic statement as correct and you will be precluded from asserting otherwise. We will only re-credit your account for error

or problems as required by law. Call or write us immediately with errors or questions at the telephone number listed below. If notified orally, we will require your complaint in writing.

You must provide us with the following:

- a) Tell us your name, account number, Card Number and the dollar amount of the suspected error;
- b) Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

Call us at 800-872-5147

or

Lost and Stolen Card Services at 800-472-3272

WRITE US at:

CharterWest Bank

PO Box 288

West Point, NE 68788

Attention: Debit Card Operations

14. Business Days: Our business days are Monday through Friday. Excluding Federal Holidays.

15. Disclosure of Account Information: We will disclose information about your account or the transactions you make to third parties:

- a) Where it is necessary to complete transactions;
- b) To verify the existence and standing of your account with us upon the request of a third party, such as a credit bureau;
- c) To comply with government agency or court orders;
- d) In accordance with your written permission;

16. Liability: We shall have no liability for losses you sustain when using the Card. You agree to notify CharterWest Bank immediately if an employee who has been issued a Card has been terminated and is no longer authorized to conduct business on your behalf using the Card, so that we can cancel the Card and limit your liability.

You agree that if transactions posted to your account overdraw your checking account, you will promptly pay to us any negative amount. You also agree that we may impose an overdraft charge to your account. If we initiate collection proceedings, you agree to pay all collection fees and if applicable, reasonable attorney's fees, to the extent permitted by law.

17. Limitations on Our Liability: We will not be liable if:

- You do not have enough money on your account to make a transaction
- You have an overdraft allowance and the transaction would cause you to exceed the 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 a transaction
- A merchant refuses to accept your card
- An ATM rejects your card

There may be other limitations on our liability.

18. Amendment of this Agreement: You agree that from time to time we may amend or change the terms of this Agreement. We may do so by notifying you in writing of such amendments or changes and your use of the Card after the effective date of any such amendment or change shall constitute your acceptance of and agreement to such amendment or change.

19. Ownership: You agree that any card we issue is our property and you will surrender it to us upon our request, or upon the cancellation of your Card or closing of your account. We reserve the right to revoke your Card privilege at any time and to require you return your Card. You agree that we may terminate, limit or modify your Card access at any time without notice to you.

20. Notices: Notices required to be mailed by us under this agreement will be mailed to you at the most recent address in our records.

21. Address Change: You must notify the Bank in writing of any change in your business mailing address or telephone number.

22. Cancellation of Card: You or your company may cancel your Card at any time by returning the Card to us, along with written request to cancel the Card. We may cancel this agreement at any time. You or the company will be responsible for all transactions completed prior to the cancellation of your Card or this agreement.

23. Replacement Cards: A fee of \$10.00 will be assessed to your Account whenever we furnish you with a new card to replace one which you lost or destroyed. This fee will not be charged for cards we reissue to replace those cards that expire.

24. Governing Law: This Agreement and Disclosure Statement shall be governed by the laws of the State of Nebraska and by all applicable federal laws and regulations.

Member FDIC

Rev. 06/2022