

Introduction. This Debit BusinessCard™ Agreement (“Agreement”) contains contract terms and other important information relating to your Debit 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 deposit 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.

Governing Law. Conflict with Applicable Law. This Cardholder Agreement will be construed in accordance with the laws of Vermont. In the event of any conflict between provisions of the Cardholder Agreement and any applicable law or regulation, the provisions of this Cardholder Agreement shall be deemed modified in the extent, and only to the extent, required to comply with such law or regulation.

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,” 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. The word “PIN” refers to your personal identification number.

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 written instructions to all Cardholders that the Card shall not be used for consumer purposes.

Account Requirement, Payment Responsibility, Transferability, Enforceability. The services described in this Agreement will be available to you only if 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, 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.

How to Use the Business Card, Security Procedures. The Card allows Cardholders to directly access the business checking account specified in your Card Application. We will issue Cards and PINs to you at your request. Each Card will identify your business as well as the Cardholder.

You agree to the following security procedures. 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.

We may terminate this Agreement at any time without notice to you.

You may terminate this Agreement by written notice to the institution and no longer using your Card and PIN.

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 in the order they are received. We reserve the right to pay Card transactions before checks and other items.

Overdraft Protection. If your account has an overdraft protection line of credit, unless otherwise agreed in writing, Card transactions that would otherwise overdraw your account will be covered by the overdraft protection feature up to your available limit. If your account has Courtesy Coverage, your Card must be opted in to access the coverage, otherwise the transaction will be declined.

Stop Payment. Unless otherwise provided in this agreement, you may not stop payment of point-of-sale transactions, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

TYPES OF TRANSACTIONS

Below are the types of transactions your Card will accommodate.

ATM Transactions. You may access your account by ATM using your Card and code to:

- make deposits to your checking account.
- get cash withdrawals from your checking account.
- you may withdraw no more than \$500.00 per calendar day, per banking card up to your available limit and available balance.
- transfer funds between accounts linked to the Card.
- get information about account balances.

Some of these services may not be available at all ATM terminals.

Point-of-Sale Transactions/Purchases. You may access your checking account with your Card to purchase goods (in person, by phone, or online), pay for services/purchases (in person, by phone, or online), 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).

Using your Card and/or code:

- you may not exceed \$2,500.00 in transactions per calendar day, per card up to your available limit and available balance unless otherwise stated.

Your Option to Limit Cash Withdrawals. In addition to dollar amount limitations for withdrawals using your Card and/or code that we may establish, you have the option to limit the amount of cash that can be withdrawn by your Card and/or code to \$500.00 per day or some other amount acceptable to us.

You may access your account using the Brattleboro Savings & Loan Debit BusinessCard at any Brattleboro Savings & Loan Association ATM location. You also have access to cash at hundreds of ATMs in the NYCE®, DISCOVER®/PULSE®, DINERS CLUB® and CIRRUS® networks.

You can choose the option level on your Debit BusinessCard to control employee access. You may have up to five cards with a different accessibility option on each card. The Bank retains the option to authorize more than five cards at our sole discretion.

- a) Deposit/Inquiry functions only.
- b) Full access: withdrawal, transfer, inquiry, deposit and purchase functions.
- c) Purchase/Inquiry functions only.

- d) Basic Banking: transfers, inquiry, purchases and deposit functions.

Currency Conversion. If you have transactions using the Debit Card in a currency other than US Dollars, Discover will convert the amount of the transaction in foreign currency into a US dollar amount. To make this conversion, Discover will use the procedure set forth in its operation regulations. Those regulations provide that Discover will use the rate set forth each business day and will be either a government-mandated rate, a government-published rate, or an inter-bank exchange rate, depending on the currency and country of the transaction. If you have transactions using the Debit Card in a currency other than US Dollars, Discover will convert the amount of the transaction in foreign currency into a US dollar amount. To make this conversion, Discover will use the rate set forth each business day and will be either a government-mandated rate, a government-published rate, or an inter-bank exchange rate, depending on the currency and Transaction Country of the Transactions. Regardless of the source, the Currency Conversion Rate will be the rate in effect on the date and time the transaction is processed or the prior Business Day, depending on the time of day that information about the Transactions is received. You agree that your Account will be charged the US dollar amount converted from a foreign currency by Discover as provided in this paragraph. See Schedule of Fees for charges related to Currency Conversion, if applicable.

Advisory Against Illegal Use. You agree not to use your Card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an on-line merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the Cardholder may be located.

FEES: Please refer to the Schedule of Fees for additional information on fees.

ATM Operator/Network Fees. 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 cash transaction).

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 or point-of-sale terminals.

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 account that will also include a record of transactions made using your Card. You will get a monthly account statement from us for your savings account that will also include a record of transactions made using your Card, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

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 enough cash.
- a terminal or system is not working properly, and you knew about the breakdown when you started the transfer.
- circumstances beyond our control (such as fire or flood) prevent the transfer.
- a merchant refuses to accept your Card.
- an ATM rejects your Card.
- if the funds are subject to legal process or other encumbrance restricting such transfer.

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 think your Card and/or PIN has been lost, stolen or used (or may be used) without your permission, or your Card has otherwise been (or may be) used without your permission. Telephoning is the best way of minimizing your possible losses.

If you believe your Card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: 802-254-5333 | To report a lost or stolen Debit BusinessCard™, you may also call toll-free (866)546-8273 after business hours or within Online Banking/Options Tab.

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

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Telephone or Write us at the applicable telephone number or address listed immediately below in this section as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared or, if the only transfer possible is a direct deposit to your account, no later than 60 days after the problem or error was FIRST reflected in your statement.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) calendar days.

**Contact us at:
221 Main Street. P.O. Box 1010
Brattleboro, Vermont 05302-1010
(802) 254-5333**