



Ballston Spa National Bank Business Debit Card Order Form

Business Name:		Date:	
TIN:			
Street Address:	City:	State:	Zip Code:
Mailing Address (if different):			
Phone Number:			
Business Type:			
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Corporation <input type="checkbox"/> Municipality <input type="checkbox"/> Other			
Cardholder Name: Card #1			
Cardholder SSN:		Cardholder Date of Birth:	
Cardholder Address:	City:	State:	Zip Code:
Business Checking Account Number:			
Business Savings Account Number:			
Card Limits:	ATM :	Point of Sale :	Deposit Only: <input type="checkbox"/>
	(Default \$500)	(Default \$1,000)	
Signatures: By signing below, you are requesting the Business Debit card and any associated services. You agree to the terms and conditions of the Business Card agreement, including any fees and charges. You further agree that the information contained in this application is accurate.			
Authorized Business Signer:		Date:	
Cardholder Signer (if different person):		Date:	
BSNB Customer Service Representative:		Branch:	Date:
Operations Use Only:			
Card Number Ordered:		Signature:	Date:

Cardholder Name : Card #2			
Cardholder SSN:		Cardholder Date of Birth:	
Cardholder Address:	City:	State:	Zip Code:
Business Checking Account Number:		Business Savings Account Number:	
Card Limits:	ATM :	Point of Sale :	Deposit Only: <input type="checkbox"/>
	(Default \$500)	(Default \$1,000)	
Signatures: By signing below, you are requesting the Business Debit card and any associated services. You agree to the terms and conditions of the Business Card agreement, including any fees and charges. You further agree that the information contained in this application is accurate.			
Cardholder Signer (if different person):		Date:	
Operations Use Only:			
Card Number Ordered:	Signature:	Date:	

Cardholder Name: Card #3			
Cardholder SSN:		Cardholder Date of Birth:	
Cardholder Address:	City:	State:	Zip Code:
Business Checking Account Number:		Business Savings Account Number:	
Card Limits:	ATM :	Point of Sale :	Deposit Only: <input type="checkbox"/>
	(Default \$500)	(Default \$1,000)	
Signatures: By signing below, you are requesting the Business Debit card and any associated services. You agree to the terms and conditions of the Business Card agreement, including any fees and charges. You further agree that the information contained in this application is accurate.			
Cardholder Signer (if different person):		Date:	
Operations Use Only:			
Card Number Ordered:	Signature:	Date:	

BALLSTON SPA NATIONAL BANK BUSINESS DEBIT CARDHOLDER AGREEMENT

This agreement governs Ballston Spa National Bank's Business Debit Card Program.

WHEREAS, Company desires to have Bank issue certain debit cards ("Cards") in the name of the Company for use by Company's officers, employees or other agents ("Employees"); and

WHEREAS, Bank is willing to issue such Cards pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Issuance of Cards.** Bank will issue cards in the name of the Company and in the name of the Employee designated by the Company to use the Card ("Cardholder"). Bank reserves the right to limit the number of Cards that may be issued per account. A Card must be signed immediately upon receipt by the Cardholder, but all Cards remain the property of Bank and must be surrendered to Bank upon demand. Company may cancel the authorized or permitted use of a Card only by notifying Bank in writing. Until such notification is received Bank will continue to honor Card transactions and Company will be liable for such transactions. Company acknowledges that Bank is providing such service to Company 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 Cards are utilized. Use of a Card verifies the Company's acceptance of the terms and conditions contained in this Agreement and Company's consent to be bound by all applicable state and federal laws and regulation and MasterCard rules and regulations. This Agreement is also subject to the provisions of Company's business account agreement(s) governing Company's accounts with Bank.

2. **Business Use of Cards.** Company agrees and warrants to Bank that all cards issued at Company's request shall be used solely for business and commercial purposes in connection with Company's business operations. No consumer use of any type shall be permitted. Company agrees to issue appropriate instructions and guidelines in this regard to all Cardholders. Company shall be solely responsible for insuring that all Cards are used for business and commercial purposes and Bank will not be liable for any misuse of such Card by an Employee. A violation of this restriction on the use of any Card shall be immediate grounds of termination of this Agreement.

3. **Card Functions and Limitations.** A Card may be used to purchase goods and services for business purposes at any location where MasterCard debit cards are honored. A Card may also be used to obtain cash at MasterCard locations and designated ATM's. A Card may not be used for non-business purposes. A Card may be used to obtain cash only if the funds are to be used to pay for business-related expenses or services. Prior to its use, each Card must be signed by the Cardholder. Bank is not responsible for the refusal of any merchant, ATM, or mechanical device to accept or honor a Card.

The number and amount of transactions, which can be made in one day through ATMs, will be restricted in accordance with Bank's current security procedures. All ATM transactions performed with a Card are subject to a cutoff time for processing ATM transactions and any ATM transaction after the cutoff time, which is established from time to time by the owner or operator for the ATM, will be posted to the Card account on the following business day. Funds deposited in the Bank's ATM after 3:00 P.M. on a business day that the Bank is open, or on a day that the Bank is not open, will be credited to Company's account on the next business day that the Bank is open.

LIMITATIONS ON FREQUENCY AND AMOUNTS:

- Each Cardholder may withdraw up to a maximum of \$ 500.00 (if there are sufficient funds in Company's account) per day through ATMS.
- Point of Sale transactions are restricted to checking accounts only.
- Each Cardholder may purchase up to a maximum of \$1,000.00 worth of goods and services per day, exclusive of ATM withdrawals.

4. **Liability and Promise to Pay.** Company agrees to be unconditionally and without limitation liable for all debits effectuated by the use of the Cards, whether authorized or unauthorized, whether utilized by

Cardholders or some other person, and whether arising from Cards lost or stolen. Company acknowledges and understands that any Card issued under this program will not be treated as a consumer card under the provisions of state and federal law.

All Cardholders will be deemed third party beneficiaries of the accommodation extended hereunder and of the terms and conditions of this Agreement. Accordingly, such Cardholders will be jointly and severally liable with Company for any debits effectuated under the Card issued to the respective Cardholder, whether authorized or unauthorized, and whether arising from list or stolen Cards.

5. **Limitation of Liability.** Bank will be liable only for its own gross negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connection with (1) any inaccuracy, act or failure to act on the part of any person not within Bank's reasonable control or (2) any error, failure or delay in execution of any transfer resulting from circumstances beyond Bank's reasonable control, including but not limited to any inoperability of communications facilities or other technological failure. Provided Bank has complied with Bank's obligations under this Agreement, Company agrees to indemnify, defend, and hold Bank harmless against any claim of a third party arising from or in connections with this agreement or the service Bank provides hereunder. In no event will Bank be liable for any consequential, incidental, special or indirect losses, damages, including dishonor of checks or other items, or expenses (including attorney fees), which Company may incur or suffer by reason of this Agreement or the services Bank provides hereunder, whether or not the possibility of such loss, damage or expense is unknown to Bank. Bank will not be liable for its inability to perform its obligations under this Agreement when such inability arises out of causes beyond its control, including, without limitation, any act of God, accident, equipment failure, system failure, labor dispute, or the failure of any third party to provide any electronic or telecommunications service used in connection with the acceptance and processing of Card items.

6. **Security Measures.** In an effort to better protect Company and Cardholders from lost Cards or unauthorized use of the Cards, Bank requires that Cardholders each have a Personal Identification Number (PIN) and use the PIN to process a debit transaction. Company and Cardholders acknowledge that use of a PIN provides them a commercially reasonable degree of protection in light of their particular needs and circumstances, and represent that each PIN shall be afforded the highest level of security by Company and Cardholders and shall be known only to those personal who are on a "need to know" basis. Company further agrees to instruct each Cardholder concerning the proper business use of each Card and the appropriate procedures, which must be followed to maintain confidentiality and security of each Card and its associated PIN. If the Company or the Cardholder authorizes someone to use a Card and associated PIN, the Company will be liable for all transactions and cash withdrawals, which may result. Bank assumes no duty to discover any breach of security by Company or Cardholders or the unauthorized disclosures or use of a PIN.

7. **Statements and Disputed Debits.** Each month Company will receive an account statement ("Monthly Statement") showing, among other things, all debits made by use of the Cards. Company is responsible for the review of its statement and Company must contact Bank in writing within fourteen (14) days after receipt of the Monthly Statement on which the dispute or incorrect debit first appeared should Company wish to dispute any charges reflected on such statement. Disputes regarding any Card debits must be communicated in writing to Bank at the address indicated under the heading "Notice and Communication". This communication must include 1) the Company's and Cardholder's names, 2) the dollar amount of any dispute or suspected error, 3) a description of dispute in error.

Failure to notify Bank within the time limitation described above will conclusively establish that the statement is correct and that the full amount owed under such statement is a valid obligation under the terms of this Agreement.

If Company notifies Bank of an error or discrepancy in its Monthly Statement within the time limitation described above, Bank will investigate the matter and notify Company of the results of its investigation as soon as Bank has been able to obtain and verify all relevant information in accordance with the prevailing operating rules of MasterCard. Company agrees to assist Bank in the investigation and prosecution of claims for unauthorized transactions. Bank will have no obligation to credit Company's account for the amount of any erroneous or unauthorized transaction unless caused by Bank's gross negligence or willful misconduct. If Bank determines that no error or unauthorized use has occurred, Company may request Bank mail copies to Company of the document or information on which Bank relied in making its determination.

8. **Returned merchandise.** If a Cardholder subsequently returns merchandise or requests credit for services purchased with the Card, the merchant will furnish the Cardholder with a credit slip or receipt. Company must save this credit slip or receipt and compare with its monthly statement. Bank will not process any credit item to Company's Card account without a proper credit issued by the merchant. When a credit item has been processed and credited to Company's account, Bank will not refund any finance charges or other charges that may have accrued against Company's Card account because of the initial debit to Company's account.

9. **Notice and Communication.** Except with respect to notices relating to lost or stolen Cards, all notices, requests and other communications provided for hereunder must be directed to the other party at the respective addresses indicated below and, unless otherwise specified herein, must be in writing, postage prepaid or hand-delivered or delivered by telecopy. Either party may change its address by written notice to the other, at any time.

10. **Lost or Stolen Cards.** If a Card and/or its associated PIN is lost, stolen or used in an unauthorized manner, Company agrees to notify Bank immediately of this event by the most direct method available (1-800-528-2273) and to promptly confirm such notice in writing. Mailed confirmation of lost or stolen cards should be sent to: Ballston Spa National Bank, P. O. Box 70, Ballston Spa, NY 12020, ATTN: Deposit Operations. Company will continue to be liable for all transactions accomplished with the use of the Card and/or its associated PIN until 8:00 AM Eastern Time on the first business day following the day on which Bank receives written notice. Bank will not be liable for consequential damages arising from the unauthorized use of the Card.

11. **Business days.** Bank's business days are Monday through Friday. Federal holidays are not included.

12. **Company Information.** All financial and other information which Company provides to Bank from time to time is, and will continue to be, true and accurate. Company will inform Bank promptly in writing of any material changes in this information or its financial condition. Company will notify Bank in writing of any intended change of Company's name, use of any trade name, and the effective date of such change.

13. **Information Deemed Confidential.** Bank agrees that it will maintain all data relative to Company's accounts as confidential information and will exercise the same standard of care and security to protect such information as Bank uses to protect its own confidential information. Bank agrees to use such data exclusively for the providing of services to Company and Cardholders hereunder and not to release such information to any other party, except as required by law.

14. **Termination.** Company may terminate this Agreement at any time by providing Bank with written notice or by returning the issued Cards. Bank has the right to terminate this Agreement or cancel any of the Cards at any time without notice. In the event this Agreement is terminated for any reason, Company must still pay any present or future transactions resulting from the use of any Card or associated Card number or PIN. Company shall remain liable for all debits or other charges incurred or arising by virtue of the use of a Card prior to the termination date.

15. **Return of Cards.** All Cards will remain Bank's property and must immediately be surrendered to Bank at such time as this Agreement is terminated or any Card is cancelled. Company shall instruct the Cardholders to cut in half all Cards, and return them to Bank.

16. **Disclosure of Charges.** The following charges may be assessed against Company by Bank for the privileges being conveyed hereunder. Fees may be subject to sales tax.

Monthly fee per Card	\$ 0.00
Lost Card replacement fee	\$ 10.00
Lost Pin replacement fee	\$ 5.00

BSNB will charge a \$1.25 service fee for each transaction or balance inquiry performed at any ATM other than BSNB ATM. For transactions performed at non-BSNB ATMs, an additional fee may be

charged. This fee is charged by the ATM owner or ATM network. You may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

17. **Service Fees.** Bank may charge Company a reasonable charge for photocopies and reprints which Company or any Cardholder may request and for such other special services as allowed by law.

18. **Damages and attorney's fees.** Company will be liable for any loss or damages resulting from its breach of this Agreement or to which its negligence contributed. Company will also be liable for any loss or damages resulting from unauthorized, fraudulent, or dishonest acts by any Cardholder or any of Company's current or former authorized representatives. If Bank undertakes collection or legal action to enforce its remedies under the terms of this Agreement, Company agrees to pay Bank's attorney's fees, expenses, and litigation costs to the extent permitted by law.

19. **Delay in enforcement.** If Bank delays enforcing any of its rights under this Agreement, Bank will not lose those rights.

20. **Miscellaneous.** If any provision of the Agreement is determined to be unlawful or unenforceable for any reason, the remainder of the Agreement will remain enforceable.

21. **Amendments and Change of Terms.** Bank may change, amend, add to or delete any term or part of this Agreement, including the amount of any fees or charges, to the extent allowed by applicable federal and state law. Bank can make these changes at any time by including a message on or with Company's periodic account statement. The change will be effective upon the date of the notice unless otherwise provided. If under applicable law any such change requires Company's approval, Company use of the program or the use of any Card on or after the date Company receives the notice means that Company accepts and agrees to the change.

22. **Governing Law.** This agreement and all transactions hereunder shall be construed as contracts subject to applicable federal law and the laws of the State of New York.

Revision April 19, 2006

Ballston Spa National Bank
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Ballston Spa, NY 12020
www.bsnb.com
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Member FDIC

