

**BUSINESS DEBIT CARD AGREEMENT**

This Business Cardholder Agreement (“Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Calvin B. Taylor Banking Company (“Bank”) and the company whose name appears on the signatory page hereof (“Company”).

**WHEREAS**, Company desires to have Bank issue certain debit cards (“Cards”) in the name of the Company for the use by Company’s officers, employees or other agents (“Employees”), as more particularly designated in the Debit Card Agreement dated \_\_\_\_\_, submitted by Company to Bank; and

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

**NOW, THEREFORE**, the parties agree as follows:

1. **Definitions.** For purposes of this Agreement certain terms used throughout this Agreement shall have the following meanings:

- a. The term *Company* shall refer to any business entity (such as, for example, a sole proprietorship, partnership, limited liability company or corporation) that has applied for and been issued a Business Debit 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 Business Debit Card.
- b. The term *Card* means a Taylor Bank Business Debit Card that the Bank issues subject to the terms and conditions of this Agreement.
- c. The term *electronic funds transfer* means the movement of funds originated other than by deposit slip, withdrawal slip or check. (In other words, a movement of funds that does not use a paper order). Electronic funds transfers can be performed through the use of ATMs, POS terminals, by telephone, and by other electronic means.
- d. The term *Employee* means an authorized user of a Business Debit Card, such as an officer, employee, agent, partner, manager or member who has received a Business Debit Card from a Company.
- e. The term *ATM* means an automated teller machine.
- f. The term *POS terminal* means a point-of-sale terminal where debit card purchases may be made.
- g. The term *PIN* means personal identification number.
- h. The term *Transaction* means an electronic funds transfer.

2. **Issuance of Cards.** Bank will issue Cards in the name of the Company and in the names of the Employees as designated in the Agreement. A limit of two Cards may be issued per account. Usage of the Cards will be limited to debits only. No electronic (ATM) deposits may be made using the Cards. All Cards must be signed immediately upon receipt by the Employees, but all Cards remain the property of Bank and must be surrendered to Bank upon demand. 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. Cards should be issued in the following names:

**Card 1**

**Card 2**

Printed Name

Printed Name

3. **Liability and Promise to Pay.** Company agrees to be unconditionally and without limitation liable for all debits effectuated by use of the Cards, whether authorized or unauthorized, whether utilized by Employees or some other person, and whether arising from Cards lost or stolen. All Employees who are granted use of the Cards shall be deemed third party beneficiaries of the accommodation extended hereunder and of the terms and conditions of this Agreement. Accordingly, such Employees shall be jointly and severally liable with Company for any debits effectuated under the Card issued to the respective Employee, whether authorized or unauthorized, and whether arising from lost or stolen Cards. The Bank will not be liable for, and the Company agrees to indemnify and hold the Bank harmless from, any claim or suit, including attorney’s fees, arising out of any authorized or unauthorized Transactions which were effected by the use of any Card issued for the Company’s account and benefit. Furthermore, the Company waives any rights it may have under any local or state law purporting to otherwise limit its liability.

The Bank will not be responsible if a Transaction cannot be completed for reasons which shall include, but shall not be limited to the following:

- a. If through no fault of the Bank, there is not enough money in the Company account to make the transfer or withdrawal.
- b. If the ATM was not working properly.
- c. If the transfer or withdrawal consists of money the Bank is required by law to pay to or hold for a third party.
- d. If circumstances beyond the Bank's control (such as loss of communication, fire or flood) prevent the transfer, withdrawal, or payment, despite reasonable precautions that the Bank has taken.
- e. If the ATM does not contain sufficient cash to process the Transaction.

In no event will the Bank be liable for special, incidental or consequential damages.

Please note that Business Debit Card Transactions are not subject to any of the consumers' protections afforded under federal Electronic Funds Transfer Act (Regulation E).

In the event of a lost Card or of unauthorized use of a Card, Bank should be notified by either calling 410-641-1700 or writing Bank at PO Box 5, Berlin, MD. 21811.

4. **Security Measures.** In an effort to better protect Company and Employees from lost Cards or unauthorized use of the Cards, Bank requires that Employees each have a Personal Identification Number (PIN). Company and Employees 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 Employees and shall be known only to those persons who are on a "need to know" basis. Bank assumes no duty to discover any breach of security by Company or Employees or the unauthorized disclosures or use of a PIN.

5. **Limitations on Debit Card Use.** 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 as set forth per Agreement and may be revised by the Company from time to time on forms provided by the Bank. These daily limits are applicable to all debit transactions made by Employees using Cards during any **calendar** day. The amounts of the debit transactions are limited to the available balance in the Company checking account.

6. **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. Disputes regarding any Card debits shall be communicated in writing to Bank at the address indicated in Paragraph 7. Communications shall include the Cardholder and Company's names, the dollar amount of any dispute or suspected error, the reference number and description of the dispute in error. Any communication regarding a dispute or suspected error must be received by Bank within **thirty (30)** days of the date of the Monthly Statement on which the dispute or incorrect debit first appeared. If Bank receives timely notice of any disputed debit, it shall initiate a provisional chargeback to the appropriate account and shall thereupon seek to resolve all documented chargeback requests within ninety (90) days of the date of receipt of such request.

7. **Notice and Communication.** 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, by written notice to the other, change its address indicated below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

Calvin B. Taylor Bank  
PO Box 5  
Berlin, Maryland 21811  
Email: [taylor@taylorbank.com](mailto:taylor@taylorbank.com)  
Fax: 410-641-0543

8. **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 Employees hereunder and not to release such information to any another party, except as may be required by law.

9 **Use of Cards.** Company represents and warrants, on behalf of itself and its Employees, that the Cards will only be used for business purposes.

10. **Cancel, Lost or Stolen Cards.** The Company may cancel a Card at any time for any reason. The Company should notify the Bank of its intention to cancel a Card. Once canceled, the Card should be cut in half and disposed of in a safe manner. If any Card is believed to be lost or stolen or in the possession of an unauthorized person, the Company must immediately notify the Bank of that fact and the Bank will deactivate the Card. The Company must notify the Bank by contacting its local branch, calling **410-641-1700** or by sending written notice to the Bank at the Address specified in Paragraph 7. Until the Bank is notified of a canceled, lost or stolen Card and has a reasonable time to respond, which the parties agree shall be no less than one business day following the notice, the Company agrees that it will be liable for the full amount of all Transactions involving the use of a Company Card.

11. **Termination.** The use of any Card or all Cards may be suspended or terminated by Bank any time without prior notice and without assigning any reason for such termination. The Account Owner may terminate the use of any or all the Cards issued on the application by giving Bank written notice. If the use of any Card is suspended or terminated, the Cardholder must immediately cease to use that Card or the Card Particulars of that Card. The termination of the use of any Card shall not affect this Agreement which shall continue to subsist with full force and effect with respect to any and all other Cards issued on the application of the Account Owner. Bank shall have the right, at its sole discretion, to terminate Company's privileges hereunder.

12. **Return of Cards.** All Cards shall be deemed canceled effective upon termination of this Agreement and Company shall instruct the Employees to cut in half all Cards, and return them to Bank. 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.

13. **Amendments and Change in Terms.** Bank may from time to time amend the terms of this Agreement to the extent allowed by applicable federal and state law. Bank will notify Company by mail of such amendments, and subject to the requirements of applicable law, any amendment to this Agreement will become effective at the time stated in such notice.

14. **Refusal to Honor Cards.** Bank is not responsible for the refusal of anyone to honor the Cards.

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

16. **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.

17. **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 Maryland.

18. **Venue for Litigation.** In the event any litigation is required to enforce the terms and conditions of this Agreement, Company, on behalf of itself and its Employees, agrees that such litigation may only be commenced in the appropriate Court in Worcester County, Maryland or the United States District Court for the District of Maryland, whichever court has jurisdiction.

19. **Collection of Costs.** If Bank hires an attorney to assist in collecting any amount due hereunder, or to enforce any right or remedy hereunder, Company agrees to pay Bank's reasonable attorney's fees and expenses, and any other as permitted by law.

20. **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.

Foreign ATM Cash Withdrawal Fee: \$1.25 per transaction

Lost, Stolen or Damaged Card Replacement Fee: \$15.00

21. **Credit Report:** If Company is a sole proprietorship or partnership, the person signing this Agreement represents that he or she is the owner, (or in the case of a partnership, an owner) of Company, and consents to the Bank obtaining a consumer report showing his or her personal credit history as part of the Bank's decision to issue Card(s) to Company.

**CALVIN B. TAYLOR BANK**

\_\_\_\_\_  
**Company Name**

**Card 1**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Checking Account # \_\_\_\_\_

CIF(Tax ID) # \_\_\_\_\_

Checking Account # \_\_\_\_\_

Savings Account # \_\_\_\_\_

**ATM Limit** \_\_\_\_\_

**POS Limit** \_\_\_\_\_

**Card 2**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Checking Account # \_\_\_\_\_

CIF(Tax ID) # \_\_\_\_\_

Checking Account # \_\_\_\_\_

Savings Account # \_\_\_\_\_

**ATM Limit** \_\_\_\_\_

**POS Limit** \_\_\_\_\_

**FOR BANK USE ONLY**

Card 1 #

Card 2 #

Date approved: \_\_\_\_\_

Approved by: \_\_\_\_\_

Date ordered: \_\_\_\_\_

Ordered by: \_\_\_\_\_

Verified by: \_\_\_\_\_

Date opened: \_\_\_\_\_

Previous year NSF's: \_\_\_\_\_

Current year NSF's: \_\_\_\_\_

Date of last address maintenance: \_\_\_\_\_

Identification type/number: \_\_\_\_\_

If the address was changed within 30 days of application, you must verify the customer in person and document photo identification.