

First National Bank  
Business Debit Card Application

Please provide the information requested below:

**BUSINESS INFORMATION:**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Checking Account Number: \_\_\_\_\_

**CARDHOLDER INFORMATION:**

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

Mobile Phone Number: \_\_\_\_\_

Daily ATM W/D & Purchase Limit:

ATM Limit: \_\_\_\_\_ Purchase Limit: \_\_\_\_\_

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

Mobile Phone Number: \_\_\_\_\_

Daily ATM W/D & Purchase Limit:

ATM Limit: \_\_\_\_\_ Purchase Limit: \_\_\_\_\_

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

Mobile Phone Number: \_\_\_\_\_

Daily ATM W/D & Purchase Limit:

ATM Limit: \_\_\_\_\_ Purchase Limit: \_\_\_\_\_

**Signatures:** The undersigned Authorized signer(s) listed on the application hereby certifies that he/she has full authority to submit the application on behalf of the Business and certifies that all information in this application is true and complete and agrees to notify First National Bank of material changes to such information. By signing this Application, the undersigned on behalf of the Business requests that a Business Debit Card(s) be issued as indicated. The undersigned agrees that the Business shall be liable for transactions made in connection with the card(s), and that the Business shall be bound by the terms and conditions in the Business Debit Card Agreement and in the Deposit Account Agreement and Fee Schedule, as may be amended, from time to time. The undersigned authorizes the Issuer to verify any information provided in connection with this Application. The Business shall be liable for any expenses the Issuer incurs in collecting what is owed it in connection with the card(s), to the extent permitted by law, including reasonable attorney's fees and court costs. Any card(s) issued hereunder remain the property of the issuer and may be revoked or repossessed at any time and must be returned upon request. Use of the deposit account(s) confirms the Business accepts the terms and conditions governing the accounts.

- 1) There will be no charge for cash withdrawals made from ATMs owned and operated by First National Bank. There will be a \$2 dollar charge for cash withdrawals made at all non-First National Bank ATMs, and \$.50 for inquires and transfers.
- 2) There will be a \$5.00 charge for **reissue** of an FNB Debit Card.
- 3) Annual card fee per account: No annual fee.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**FOR BANK USE ONLY:**

Card Number \_\_\_\_\_

Card Number \_\_\_\_\_

Card Number \_\_\_\_\_

Date Processed: \_\_\_\_\_ By: \_\_\_\_\_

## Business Debit Card Agreement Terms and Conditions

**Introduction:** This Business Debit Card Agreement ("Agreement") contains terms and other important information relating to your Business Debit Card ("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.

**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 indicates the plural and the plural includes the singular, the words "we," "our," and "us" refer to the financial institution which issues the cards. The words "you," "your," and "company" refer to the business customer or owner of the specific account for which card transactions are permitted. The word "Cardholder" refers to any person authorized by you to use this card. You make this Agreement on behalf of you and all of your users.

**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. We assume all transactions are for business purposes. We do not monitor transactions to determine their purpose.

**COMPANY ACKNOWLEDGES AND UNDERSTANDS THAT THE CARDS ISSUED UNDER THIS AGREEMENT WILL NOT BE TREATED AS CONSUMER CARDS UNDER THE PROVISIONS OF STATE AND FEDERAL LAW. CUSTOMER WILL NOT HAVE THE BENEFIT OF ANY LIMITATIONS OF LIABILITY WITH RESPECT TO THE UNAUTHORIZED USE OF THE CARDS. CUSTOMER ACCEPTS AND AGREES TO UNDERTAKE THE ADDITIONAL RISK ASSOCIATED WITH USE OF BUSINESS PURPOSE CARDS AND AGREES TO ASSUME THE GREATER MEASURE OF LIABILITY DESCRIBED IN THIS AGREEMENT.**

**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 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 your Card and/or PIN is 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/or PIN will continue until two (2) business days after the day we receive such written notice. If you do not notify us within sixty (60) days from when the periodic statement containing an unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise.

**Account Requirement, Payment Responsibility, Transferability, Enforceability:** The services described in the Agreement will be available to you only as long as 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 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 Procedure:** 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 each Cardholder. Each Cardholder must sign their Card before it may be used. As a security procedure, you agree to the requirement of having both a Card and a PIN to be used together to obtain cash at designated ATMs. 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.

**Termination and Amendments:**

- We may terminate this Agreement by written notice to you.
- You may terminate this Agreement by written notice to us.

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 constitutes your acceptance of the change.

**Notices:** Any notice 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.

**Contact FNB:** You can contact First National Bank by calling 1-888-803-2672 or mail to PO Box 270, Las Animas, CO 81054.

**I acknowledge that I have received a disclosure for Business Debit Card Agreement Terms & Conditions.**

Business Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Business Owner (please print name): \_\_\_\_\_

Business Owner (Signature): \_\_\_\_\_

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

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Business Owner (Signature): \_\_\_\_\_

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