

Tri Counties Bank Business Debit Card Agreement and Disclosure

This Tri Counties Bank Business Debit Card Agreement and Disclosure, together with all other account agreements and disclosures governing your account(s) maintained with the Bank ("Account") constitute the agreement ("Agreement") under which Tri Counties Bank ("Bank", "us", "we") will provide Business Debit Card services to the business named in the application for the Card(s) ("Company," "you," "your"). You agree to the terms and conditions provided herein. Your use of any Card issued pursuant to this Agreement shall be deemed as your continuing consent to the terms and conditions stated herein and as such terms may be amended from time to time. If you do not agree to the terms and conditions stated in this Agreement, you must immediately return all Cards to the Bank.

In this Agreement, the term "Company" includes all depositors named as owner(s) of the Accounts accessed by the Tri Counties Business Debit Card ("Card(s)") and anyone else that the Company permits to use the Card(s).



The Card is a debit card, and all ATM and purchase transactions with the Card will be deducted from the designated Company Account(s).

The Card is not a credit card, which means Company may not defer payment of transactions.

Tri Counties Bank/Network ATMs. Tri Counties Bank is a member of various ATM and POS networks including Accel[®], Cirrus[®], Plus[®], Visa[®], Armed Forces Financial Network[®], MasterCard[®], Maestro[®], Quest[®], and MoneyPass[®]. As a member of these networks certain services are available through various ATMs, POS terminals, or online, programmed to accept your Card in addition to the ATMs operated by Tri Counties Bank.

1. Card Issuance. We will issue one or more Cards, which may be used to access Company's Account(s) that are linked to the Card ("Linked Accounts"). Company certifies that all Linked Accounts have been established for a purpose other than personal, family or household use. Company may from time to time instruct the Bank to issue new Cards or replacement Cards, or to retire outstanding or previously issued Cards.

Each Card is issued with an expiration date. To keep the Card in an "active" status, at least one transaction using the Card (for example, a balance inquiry) must be performed prior to the expiration date on the Card. If a transaction using the Card has not been recorded prior to the expiration date, the Card will be dropped from the active list and not reissued.

Each Card will be issued in Company's name and that of the person designated as an authorized user (a "Cardholder"). Company acknowledges that Cardholders may include individuals that are not otherwise authorized signers or officers on Company's behalf. Each Card will also bear a unique identifying card number, will include a field for the signature of the Cardholder, and will require use of a unique personal identification number ("PIN") for ATM and purchase transactions. A Card may be used with a PIN for ATM and purchase transactions and without a PIN for signature and online (card not present) transactions. For Card transactions, the signature of the named cardholder may or may not be required (for example, no signature is required in Internet, telephone and other signature-less environments).

If any Cardholder does not want, or no longer wishes to use their Card, the Company must notify us immediately and destroy the Card by shredding or cutting the Card such that the name, numbers, chip and magnetic stripe are destroyed.

Card Activation. When each Cardholder receives a new or a replacement Card, follow the activation instructions accompanying it. Each Cardholder has the option of choosing their own PIN. Once a Card has been activated, the Cardholder may begin to use the Card. Do not write your PIN on a card or otherwise share or disclose a PIN with any person.

Authorization for Card Transactions. You authorize the Bank to accept all Card and Electronic Funds Transfer (EFT) transactions initiated through the use of the Card by you or anyone you authorize to use the Card.

2. Services. Cards provided in connection with this Agreement may be used to obtain the following services ("Services"):

- a. Withdraw cash from Accounts (ATM withdrawals) – When looking for a MoneyPass[®] ATM, you should confirm that the ATM displays the MoneyPass[®] logo to avoid a surcharge from the owner of the ATM or a fee from Tri Counties Bank.
- b. Transfer funds between Accounts (identical ownership with the same signers is required).
- c. Purchase goods and services with merchants that display and accept the

Visa logo (applicable to Visa Debit Card Purchase transactions only).

- d. Withdraw cash from Accounts at financial institutions that accept Visa Debit Cards (Cash Advance transactions).
- e. Make deposits at Tri Counties Bank ATMs.
- f. Inquire about your designated Account balance. Note: Any balance noted on an ATM transaction record may not reflect recent deposits, withdrawals or transfers to or from the Account.

NOTE: Some of these Services may not be available at all ATMs, terminals or merchant locations. Some locations and merchants may charge a fee or surcharge. In addition, we may issue Cards that have some but not all of these Service capabilities.

The Bank reserves the right to change the Services, including daily dollar limitations, at any time without notice. For purposes of the daily limits only, a calendar day is defined as the 24-hour period from midnight to midnight, Pacific Time.

The Bank may, but is not required to, decline transactions that would exceed the amount of available funds in the Account being accessed at the time authorization is sought for the transaction, or at any time prior to settlement by the Bank for the transaction.

3. Virtual Wallets (also known as digital wallets and electronic wallets). Virtual Wallet refers to an electronic device that allows an individual to make electronic payment transactions. This can include purchasing items with a computer or using a mobile phone to purchase something at a physical or online store. You may register your Card with compatible programs that allow Card transactions through a "Virtual Wallet" by following the instructions of the Virtual Wallet provider. Once registered, the Virtual Wallet allows you to store virtual representations of credit and debit cards on your supported mobile device or computer to make payments at select merchants utilizing the merchant's terminal, in-App or other digital commerce payments. The Virtual Wallet may not be accepted at all the places or merchants where your Card is currently accepted.

We do not charge you any additional fees for adding your Card to a Virtual Wallet or using a Virtual Wallet to pay for a transaction using your Card. Third parties such as wireless companies or data service providers may charge you fees for enrolling in and using a Virtual Wallet and you are responsible for any such wireless carrier data or usage fees incurred.

You are responsible for keeping your Virtual Wallet login and credentials private and secure. After enrolling in a Virtual Wallet, you should secure your mobile device with the same care you would your Card, cash, checks and other PINs and passwords in order to avoid unauthorized use of your Card account(s). If you share your credentials with any other person, they may be able to use your mobile device or computer and get access to your personal and payment information available through the Virtual Wallet service. You should call us and your Virtual Wallet provider immediately if you believe your mobile device or credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without your authorization.

We are not the provider of the Virtual Wallet and we are not responsible for providing the Virtual Wallet service to you. Use of a Virtual Wallet involves the electronic transmission of personal information through third party connections. Because we do not operate or control these connections, we cannot guarantee the privacy or security of these data transmissions. You should consider whether there is risk of loss or other problems that may result from wireless transmission or loss of the mobile device. Check with the Virtual Wallet provider and your wireless carrier for information about their privacy and security practices.

We have no responsibility or liability for any loss, damage, function, malfunction, delay or other problem or claim directly or indirectly associated with the Virtual Wallet, including, but not limited to, the security, accuracy, legality, appropriateness, content, what information is collected or accessed, performance or non-performance of the Virtual Wallet, nor the actions of the Virtual Wallet provider or any other third party regarding any agreement you enter into with the Virtual Wallet provider or associated third party relationships that may impact your use of the Virtual Wallet. It is your responsibility to read and understand the terms and conditions of the Virtual Wallet before enrolling in, creating, activating or using your Card in a Virtual Wallet.

4. Communication with us. For questions or issues, call **Customer Service** at **1-800-922-8742** or **(530) 895-8742** (if calling internationally) or write to Tri Counties Bank, Customer Service, PO Box 909, Chico, CA 95927.

5. Limitations Generally. We reserve the right to impose dollar, volume, activity, exposure or other limitations on Card transactions, and to change them at any time without prior notice. You are obligated on Card transactions, including those that are not in compliance with your internal policies or procedures, unless we specifically and in writing agree to implement a requested risk-control measure. We may increase dollar or other limitations for one or more Cards or Card transactions upon request by you, or a person who is an authorized signer on the Account. You accept the risks associated with this possibility of higher dollar or other limitations.

6. Dollar Limitations. Different dollar limitations may apply to different Cards or services; dollar limitations may vary across ATMs not operated or owned by the Bank, POS terminals, or merchant locations (if applicable).

Your business debit card limit was selected upon order by an Authorized Signer on the business account. If you have any questions about your Daily Purchase limit please reach out to the Authorized Signer or contact Customer Service at the number on the back of your card. ATM transactions are limited as follows: \$800/day for withdrawal and \$275 will be credited for check deposits made.

Company's available Account balance must be sufficient to cover all withdrawal(s) and other transactions.

The Bank may, but is not required to, decline transactions that would exceed the amount of available funds in the Account being accessed at the time authorization is sought for the transaction, or at any time prior to settlement by the Bank on the transaction.

7. Business Days. For purposes of this Agreement, our business days are Monday through Friday. Saturdays, Sundays, and federal holidays are not included.

8. ATM Deposit Cut-off Times. If you make a deposit at a Tri Counties Bank ATM before the cut-off time that is posted on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after the posted cut-off time, or on a day we are not open, we will consider the deposit as made on the next business day we are open. All Tri Counties Bank ATMs will have a 7:00 pm Pacific Time cut-off time. Most Tri Counties Bank ATM locations offer 24-hour access.

9. ATM Deposit. Transactions Subject to Verification and Collection: All deposit transactions initiated through an ATM are subject to the Bank's verification and actual collection of any non-cash item. Check deposits made at an ATM may not be available for withdrawal at an ATM or otherwise, until verification and collection, with the exception of the first \$275. The availability of your deposit may be delayed if you are a new customer to the Bank, and you have a new Account. An Account is considered a new Account for 30 calendar

days after the first deposit is made.

10. Non-Visa Debit Transaction Processing. The Card is enabled with non-Visa debit transaction processing. This means you may use your Card on a PIN-Debit Network without using a PIN or with your PIN. Examples of the types of actions you may be required to make to initiate a Card transaction on a PIN-Debit Network include initiating a payment directly with the biller, possibly via telephone, Internet, or kiosk locations. The non-Visa Debit Network(s) for which such transactions are enabled is the Accel® network.

11. Limitations on Frequency of Transfers for Savings and Money Market Accounts. In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Purchase transactions are not permitted from a savings account.

12. Using Your Card at Non-Tri Counties Bank ATMs. Generally, we do not charge you a fee when you access your Account at a Tri Counties Bank ATM or at a MoneyPass® ATM. We may charge you a fee for each non-Tri Counties Bank or non-MoneyPass® ATM transactions that you perform. Other parties (merchants, financial institutions, etc.) may assess additional transaction fees made at their ATMs. These fees may be included in the total amount of the transaction amount that is withdrawn from your Account and shown on the statement for your Account. If you are assessed a surcharge, that fee will be disclosed on the ATM screen.

When you use your Card at a non-Tri Counties Bank ATM you will have access to your designated primary checking, savings or money market account. At some locations outside the United States, you may not be able to access your savings or money market accounts or perform other select transactions.

13. Using Your Card through a Mobile Device. If you make Card transactions or provide card control instructions through a Mobile Device, this Agreement applies with the same effect and coverage. As used in this Agreement, "Mobile Device" means a smartphone, tablet, or any other portable, hand-held or wearable communications device that allows you to electronically store or electronically present your Card, a card number or any token representing your Card information ("Electronic Card Information") and use that Electronic Card Information to make Card transactions.

If you use your Card through a Mobile Device, you should secure the Mobile Device the same as you would your cash, checks, credit cards and other valuable information. We encourage you to password protect or lock your Mobile Device to prevent an unauthorized person from using it. Please notify us promptly if your Mobile Device containing Electronic Card Information is lost or stolen.

Your mobile carrier may charge you message and data rates or other fees when you use your Card through a Mobile Device. Card transactions made through a Mobile Device may involve electronic transmission of your Card Information across wireless and computer networks. Third Parties, such as merchants, card association networks, mobile carriers, mobile wallet operators, mobile device manufacturers, and software application providers may use and receive Electronic Card Information in connection with your Card transaction.

Third Parties may also receive information about your Mobile Device when you use it to make a Card transaction. When you use your Card through a Mobile Device, information about your Mobile Device may be transmitted to us.

A Card transaction made through a Mobile Device is a one-time debit card transaction. To the extent that you are using your Card through a Mobile Device and have added the Overdraft Privilege service to your Account, if eligible for this service, this selection also applies to transactions made through your Mobile Device. For more information, please see the Business Overdraft

Privilege disclosure.

14. Authorization Holds for Card Transactions. For all Card purchase transactions, please note that the Bank is permitted to place a temporary hold against some or all of the funds in your Linked Account if and when an authorization request from a merchant is obtained. We refer to this temporary hold as an "Authorization Hold," and it will be subtracted from the Available Balance in the Linked Account. The held funds will not be available for other Account purposes, and the Bank has the right to return checks or other items drawn against the Linked Account to maintain sufficient funds to pay for any previously authorized Card transactions.

Your "Available Balance" is the most current record the Bank has about the funds that are available for withdrawal from the Linked Account. It does not reflect all your outstanding checks, automatic bill payments (such as ACH and recurring Debit Card transactions) that you have authorized, or other transactions that have not been paid from the Linked Account.

In the case of an authorization request at a gas station, restaurant, hotel, car rental, or similar merchant, this amount may be different from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when it submits the authorization request. For these transactions, there may be no Authorization Hold, or the amount of the Authorization Hold may be different from the transaction amount. The Bank is permitted to place an Authorization Hold on your Linked Account for purchases for up to three (3) business days (or for up to 30 business days for certain types of Debit Card transactions, including but not limited to, car rental transactions, cash transactions, and international transactions) from the time of the authorization or until the transaction is paid from your Linked Account.

Please note:

- The Authorization Hold may continue even if Company does not purchase any goods or services for which authorization was obtained. If checks are returned, Company agrees to pay all applicable non-sufficient funds fees.
- That if the transaction is not submitted for payment by the merchant within the three (3) business days (or 30 business days, as applicable), the Bank will release the Authorization Hold, which will increase the Available Balance in the Account until the transaction is submitted for payment by the merchant and finally posted to the Linked Account.
- That it is possible for you to overdraw the Linked Account even though the Available Balance appears to show there are sufficient funds to cover a transaction that you want to make. For example, if a merchant does not submit a one-time debit card transaction for payment within three (3) business days (or for up to 30 business days for certain types of Card transactions, including but not limited to, car rental transactions, cash transactions, and international transactions) of authorization, the Bank must release the Authorization Hold on the transaction even though it will have to honor the transaction and pay it from the funds in the Linked Account when it is received for payment by the Bank.

15. Security Interest. The Bank may, but is not obligated to, allow transactions which exceed Company's available balance. If the Bank does so, Company agrees to pay the overdraft. Company also agrees to pay the overdraft charges in effect for each transaction that causes Company's available Account balance to be exceeded. For current information related to the dollar amounts of these fees, please refer to the Business Fee Schedule for current service fees. If the Bank allows transactions to be authorized or paid in excess of the available balance, the Bank may discontinue that practice at any time without cause, and without notice to Company.

The Bank will process withdrawals, checks, funds transfers, payment orders,

Card transactions or other Account debits or activity in the order of payment described in the Business Deposit Account Agreement and Disclosures for your Account. You hereby grant us a security interest in all account(s) you have with us for the purpose of securing your obligation(s) pursuant to this Agreement (e.g., for overdrafts and fees). This security interest allows us to deduct amounts you owe as described above from any of your account(s) without prior notice. After the exercise of our rights under this security interest, we will give you notice of enforcement of our security interest, the reason for such action, and the amount debited from the Account(s). You agree that we will not be liable to you for the dishonor of any check or rejection of any other debit when the dishonor or rejection occurs because we exercised our rights under this security interest and that you will hold us harmless from any claim arising as a result of our exercise of our rights under this security interest.

16. Fees. The Bank reserves the right to modify its fees in connection with the services contemplated under this Agreement, upon notice when required by law. Company agrees to pay for all such fees or charges as they may change from time to time.

Over-the-Counter Cash Advance: When using your Card for Over-the-Counter Cash Advances at a non-Tri Counties Bank financial institution, your Account may be charged a fee of the disbursement amount.

Foreign Transactions: When you use your Card at a merchant that settles in currency other than US dollars, the currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency market 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. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. Visa charges us a 0.80% International Service Assessment ("ISA") fee on all foreign transactions, regardless of whether the transaction involves a currency conversion. If a currency conversion is involved, the ISA fee is 1% of the transaction. In either case, the ISA fee that Visa charges us will be passed on to you. This fee will appear on your Account statement.

Service Fees: Generally, EFT transactions are subject to the same fees and charges as are applicable to other transactions on your Account, such as when an overdraft is created or a transaction is dishonored due to insufficient funds. In addition, the following fees may apply:

- a. Balance inquiry at an ATM other than an ATM maintained by Tri Counties Bank or that is a member of the MoneyPass® network.
- b. Surcharges or convenience fees for each transaction at an ATM other than one maintained by Tri Counties Bank or that is a member of the MoneyPass® network.
- c. Per transaction fee for purchases at a merchant.

For current service fees, please refer to the Business Fee Schedule. Other than Tri Counties Bank fees, all other fees and surcharges are determined by the service provider.

17. Company's Representation and Warranties. Company represents and warrants to the Bank as follows:

- a. Company has all requisite power and authority to enter into this Agreement. This Agreement, and execution of the corresponding Card application incorporating the same, has been duly and validly authorized by all necessary action. Further, each individual who executes the Card application for the services contemplated under this Agreement on

Company's behalf is duly authorized by Company to do so;

- b. Any transaction contemplated hereby will not be in violation of state or federal law;
- c. All formalities will be followed with respect to each transfer of funds, including but not limited to, proper authorization of individual transactions and any record-keeping requirements with respect thereto;
- d. Company warrants that it will not redistribute the Card(s) among individuals not named on the Card;
- e. Company understands and agrees that any use of any Card(s), Card number(s) or PIN(s) is controlled by Company. The Bank has no obligation or responsibility to limit any use of any Card(s), Card number(s) or PIN(s) to individuals specified as "authorized signers" on a Signature Card for any Linked Account or to other individuals specifically identified by Company as authorized to use a Card, Card number or PIN;
- f. Without limiting any other provision of this Agreement, Company agrees to pay to the Bank for all transactions for which Company is liable under this Agreement, and authorizes the Bank to charge any account of Company at the Bank for same (including but not limited to all Linked Accounts). Company's continuing liability for transactions posted to the Linked Account(s) under this Agreement will continue until the later of the time that all Cards are returned to the Bank, or Company instructs the Bank to cancel all Cards and the Bank has had a reasonable opportunity to cancel all Cards. The Bank may from time to time require closure of a Linked Account or Accounts and re-issuance of one or more Cards as a means of preventing losses.
- g. Without limiting any other provision of this Agreement, unless the limitations of liability described below in Section 19, Section 21 or Section 22 apply, Company will be liable for all use of Card(s), card number(s), or PIN(s), whether or not the use was authorized by Company.

18. Zero Liability Card Protection Policy

- a. Zero Liability Card Protections only applies to Signature Based transactions (non-PIN) conducted via the VISA network. VISA's Zero Liability Policy protects you against unauthorized signature based transactions made through the VISA network (does not include pin-based transactions).
 - Your Card comes with Zero Liability Card Protection for promptly reported unauthorized transactions. To obtain the benefit of Zero Liability Card Protection, if your Card or Card number is ever lost or stolen and used without your permission, you must tell us immediately. If you do, you will not be responsible for unauthorized transactions made using your Card or Card number.
 - If you notify us about the unauthorized transaction within 60 days of when the first Account statement showing the unauthorized transaction was issued, you will be protected against reported losses on the Account.
 - If you notify us about the unauthorized transaction after 60 days, we may not reimburse you for unauthorized transactions.
 - You may be required to provide documentation to support your claim of unauthorized use and a police report. In addition, we will consider whether any negligence on the part of the cardholders has contributed to the transaction(s) in question.

The following are not considered to be unauthorized transactions under Zero Liability Card Protection, which means you are liable for any transaction:

- By a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact on the Account;
- By a person you have authorized to use your Card, even if that person has exceeded their authority you gave;
- A merchant has processed an error, or you are unhappy with goods or services you purchased. In these cases, first contact the merchant to resolve the situation.
- That resulted from inadequate internal controls in your organization.

b. For purposes of this Section the term “unauthorized transaction” excludes any transaction not otherwise subject to the Zero Liability Card Protection under the Section may not be available (non-pin based - credit or signature based transactions) if we determine that you were negligent or fraudulent in the handling of your account or Card. We may deem you to have been negligent, for example, if you do not tell us within 60 calendar days after the Account statement reflecting the unauthorized activity was mailed (or made available, including electronically delivered Account statements).

The sooner you notify us, the sooner we can protect the Linked Accounts. A delay in reporting the unauthorized transaction may affect your Zero Liability Card Protection, as defined above.

19. Merchant Disputes. If you have a dispute with a merchant regarding goods or services purchased with a Card transaction, you will need to resolve your dispute with the merchant. If a merchant misrepresents the quality, price, or warranty of goods or services you pay for by using the Card, we are not responsible for any damage or liability that result from the misrepresentation.

20. Limitations on Company’s Liability. This Section 20 applies only if one (1) or more of the Linked Accounts is linked to a line of credit which may be accessed to cover or prevent overdrafts on the Linked Account.

- a. In this Section 20, “Unauthorized Use” means use of a Card by a person, other than Company or the Cardholder, who does not have actual, implied or apparent authority for the use and from which neither the Company nor any Cardholder receives any benefit. Without limiting the foregoing and without limiting the prohibitions stated in Section 19 above, if a Cardholder gives the Card or PIN to another person, any and all use of the Card by that person is not “Unauthorized Use” for the purposes of this Section 21, even if the person exceeds any limitations imposed by the Cardholder.
- b. If this Section 20 applies and fewer than 10 Cards are issued to Company, Company’s or the respective Cardholder’s liability for Unauthorized Use will be limited to \$50 per Card or the amount of money, property, labor or services obtained by the Unauthorized Use before notification to the Bank of the loss, theft or possible Unauthorized Use, whichever is less (collectively, “Liability Limit”) if you notify us about the unauthorized transaction within 60 days. This Liability Limit applies only to amounts drawn from a line of credit. Company’s liability for Unauthorized Use of funds drawn from deposit balances is not limited if 10 or more Cards are issued to Company, Company’s liability (including liability for any Unauthorized Use), will be governed exclusively by Section 18, without regard to this Liability Limit, but the liability of any natural persons who are Cardholders to the Bank or to Company for Unauthorized Use will be limited to the Liability Limit.

21. Bank's Liability. Except as otherwise provided herein, the Bank will not be liable for failure to detect or prevent any unauthorized use of a Card or for transactions made using fraudulent Cards. The Bank will not be responsible for monitoring Card use or usage patterns.

The Bank will not be liable for special, consequential or punitive damages, whether arising under any claim in contract or tort or otherwise, even if the Bank or its agents may have been advised of the possibility of such damages.

Without limiting the foregoing, the Bank will not be liable for failure to complete any transaction under any of the following instances if:

- a. Through no fault of the Bank, Company does not have enough money in the Linked Account to complete a transaction; or
- b. The funds in any Linked Account are subject to legal process, an uncollected funds hold, security interest or other claim including exercise of the Bank's security interest in Company's Accounts; or
- c. The transfer would exceed any permitted overdraft line or other overdraft protection services Company has with the Bank; or
- d. The ATM where Company is making the transfer does not have enough cash; or
- e. The ATM or system was not working properly and Company knew about the breakdown when Company started the transfer; or
- f. Circumstances beyond the Bank's control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, rolling blackout, telephone line disruption, or a natural disaster) prevent the transfer, despite reasonable precautions taken by the Bank; or
- g. The Bank has reason to believe the transaction may not be authorized by Company; or
- h. The information supplied by Company or a third party is incorrect, incomplete, ambiguous, or untimely; or
- i. A Linked Account is frozen because of a delinquent loan or a dispute, or the Bank receives inconsistent instructions regarding a Card or Linked Account from persons purporting to act on behalf of Company.

There may be other exceptions stated in our Agreement with you.

22. Indemnification. In addition to such other rights as the Bank may otherwise have under this Agreement, Company will defend, indemnify and hold harmless the Bank, and its officers, directors, agents, and employees, from and against any and all actions, costs, claims, losses, damages or expenses, including attorneys' fees and expenses (which includes allocated costs of in-house counsel) whether or not a lawsuit is filed, resulting from or arising out of the use of: (a) any Card, Card number, PIN or the signature of any person previously named as a Cardholder; (b) from Company's actions or inactions under this Agreement; or (c) as a result of the Bank's receipt of any transaction data naming, identifying, or otherwise associated with Company, any Cardholder, any Card, any Card number, any PIN or any other access device relating to the foregoing.

23. Card and PIN Security. Company and Cardholders agree not to disclose or otherwise make the Card(s), Card number(s) or PIN(s) issued in connection with this Agreement available to anyone not authorized by Company to engage in transactions using the same. Company shall use reasonable security procedures it deems appropriate for itself to protect against loss, theft or misuse of Card(s) or PIN(s). Company agrees to notify the Bank immediately

if Company knows or suspects the confidentiality of any PIN has been compromised or any Card has been lost or stolen.

24. Cards. The Cards are the property of the Bank. Company agrees to surrender all Cards to the Bank upon request.

25. Receipts at ATMs. You can get a receipt at the time you make any transfer to or from your Account using an ATM, online or terminal unless you designate otherwise. The receipt you receive is evidence of the transaction as recorded by the ATM or terminal. All transactions are subject to posting, final payment, or verification as applicable. You can use the receipt to reconcile your Account statement.

26. Account Statements. Company will receive Account statements from the Bank, which will reflect Card transactions. Company agrees to review its statements immediately upon receipt and to notify the Bank promptly if Company knows or suspects that any Card transaction is unauthorized or that the statement is otherwise incorrect.

Except as otherwise provided above in Section 18 with respect to transactions covered by the Zero Liability Card Protection Policy (credit or signature-based transaction), Company shall be precluded from asserting any unauthorized use of a Card or other error in a statement if not asserted by Company within 30 calendar days following the date such statement is mailed or made available and on which the unauthorized use (or series of uses) or other error is first reported, and for which Company would otherwise be entitled to make a claim consistent with the limitations set forth in this Agreement. If an unauthorized transaction repeated by the same wrongdoer on multiple statements and Company failed to report the first incident to us within such 30 calendar day period, Company will be entirely responsible for the losses disclosed on the first statement and all subsequent statements.

27. Card Transactions and Disputes. Company has no right to cause the Bank to stop payment, charge back or otherwise dispute any transaction data, including valid and invalid Card transactions. If Company has a dispute with a merchant regarding goods or services purchased with a Card or other service, Company is solely responsible to resolve such dispute(s) with the merchant(s).

28. Termination. Company may terminate this Agreement upon 30 calendar days' written notification to the Bank. Closure of a Linked Account will not terminate this Agreement or relieve Company of its obligations regarding Cards associated with that Account. The Bank reserves the right to terminate this Agreement or any Service immediately, with or without cause and with or without prior notice of such termination to Company. Any termination of this Agreement shall not affect any of Company's obligations arising prior to such termination, including but not limited to any indemnification obligation that relates to action or inaction taken prior to termination. The Bank may hold funds in reserve in any Linked or other Company Account and prohibit access by Company to same for up to the later of: (a) 270 calendar days following termination of this Agreement; or (b) 90 calendar days following the last day on which any return or other disputed amount regarding any Card transaction may be processed through Visa, Accel[®], or other ATM network for return to Company.

29. Change in Terms. The Bank may change the terms of this Agreement from time to time, and if required by law, the Bank will send a written notice or an amended Agreement to the last address shown in the Bank's records for the corresponding Linked Account. Any such changes by the Bank will be effective immediately or as of the day notice is sent when such notice is required by law. Your continued use of any Card(s) shall further constitute your agreement to

such changed terms and conditions.

30. Disclosing Information to Third Parties. We will disclose information to third parties about Company's Account or the transfers Company makes under certain circumstances, including but not limited to, the following:

- a. When it is necessary for completing transfers; or
- b. In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, and/or government agencies; or
- c. In order to comply with a government agency or court orders; or
- d. If you give us your written permission.

31. Relation to Other Agreements. Except as specifically modified herein, all other terms and conditions of your agreements with us (including the Business Deposit Account Agreement and Disclosures) governing Company's use of any Linked Account remain the same. Company agrees, however, that the Business Deposit Account Agreement and Disclosures do not limit any obligation or liability Company may have under this Agreement, and to the extent the applicable law upon which it is based applies to consumers, is inapplicable to the Services or Company's receipt or use of the Cards under this Agreement.

32. Lost/Stolen Cards Contact Information. If it is believed that a Card, PIN or Account number has been lost or stolen, or that someone has transferred or may transfer money from a Company Account without Company's permission, contact us promptly by calling the number in Section 4 above.

33. Visa Account Updater Service. If you give your Card number to a merchant with authorization to bill it for recurring or future payments, and your card number or expiration date changes, you should notify the merchant with your new card information. We subscribe to the Visa Account Updater Service (VAU Service) and we provide updated Card information to the VAU Service. If your merchant participates in the VAU Service, that merchant may receive the updated Card information. If your Card is closed for any reason your Card information will not be provided to the VAU Service. Because not all merchants subscribe to the VAU service we recommend you notify each merchant of your new Card information to ensure the service from the merchant and your payments continue uninterrupted.

34. Helpful Card and PIN Protection Tips

Here are some simple rules to help protect against unauthorized use of a Card:

- Do not write a PIN on a Card or any other material carried near or with a Card.
- Never tell anyone else a PIN.
- Never let anyone else use the Card.
- Never let anyone else watch you enter your PIN at an ATM or POS terminal.
- For safety, please remember the following tips when using an ATM or POS terminal:
 - Be aware of your surroundings, especially at night.
 - Park near a well-lighted area.
 - If you see anyone or anything suspicious, consider using another ATM or coming back later with a companion.
 - When you receive your cash, pocket it immediately and count it later in a safe place.
 - Promptly remove your Card after completing transaction.
 - DO NOT leave your receipt at an ATM.