



# Business Debit Card Application

## COMPANY INFORMATION

Company Name			
Street Address		City	State Zip
Mailing Address		City	State Zip
Contact Person	Phone Number	Tax ID Number	
Registered as <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Other:			
Business Checking Account Number (Accounts not eligible: Savings, Sweeps, Government, Trusts, MMA, Consumer)			
Business Name as it should appear on card: (Maximum 25 spaces) _____			
E-Mail Address			

## INDIVIDUAL(S) FOR WHOM COMPANY IS REQUESTING ISSUANCE OF CARD *(Please Print)*

		Indicate individual users' daily limits below. Limits only apply to the available balance in the account. Bank at its option may reduce or restrict daily limits.	
Cardholder's Name		<b>ATM</b> <input type="checkbox"/> \$0  <input type="checkbox"/> \$300  <input type="checkbox"/> Other _____	<b>Purchases</b> <input type="checkbox"/> \$1,000  <input type="checkbox"/> \$2,500  <input type="checkbox"/> \$5,000  <input type="checkbox"/> Other _____
Existing Card Number (if applicable)			
Social Security Number	Date of Birth		
Driver's License Number	Mother's Maiden Name		
Home Address			

		Indicate individual users' daily limits below. Limits only apply to the available balance in the account. Bank at its option may reduce or restrict daily limits.	
Cardholder's Name		<b>ATM</b> <input type="checkbox"/> \$0  <input type="checkbox"/> \$300  <input type="checkbox"/> Other _____	<b>Purchases</b> <input type="checkbox"/> \$1,000  <input type="checkbox"/> \$2,500  <input type="checkbox"/> \$5,000  <input type="checkbox"/> Other _____
Existing Card Number (if applicable)			
Social Security Number	Date of Birth		
Driver's License Number	Mother's Maiden Name		
Home Address			

By signing this Application, you are requesting, on behalf of the Company, for the Bank to issue a Business Debit Card. You represent that you are authorized to sign this Application on behalf of the Company, understand that the issuance of and use of the Business Debit is subject to and governed by the terms and provisions of the separate Business Debit Card Agreement, and have read, understand and agree to the Business Debit Card Agreement.

Name of Company ► \_\_\_\_\_

Name of Authorized Signer (please print) ► \_\_\_\_\_

Authorized Signature ► \_\_\_\_\_ Date: \_\_\_\_\_



Business Debit Card Application continued...

ADDITIONAL INDIVIDUAL(S) FOR WHOM COMPANY IS REQUESTING ISSUANCE OF CARD (Please Print)

		Indicate individual users' daily limits below. Limits only apply to the available balance in the account. Bank at its option may reduce or restrict daily limits.	
Cardholder's Name		<b>ATM</b> <input type="checkbox"/> \$0 <input type="checkbox"/> \$300 <input type="checkbox"/> Other _____	<b>Purchases</b> <input type="checkbox"/> \$1,000 <input type="checkbox"/> \$2,500 <input type="checkbox"/> \$5,000 <input type="checkbox"/> Other _____
Existing Card Number (if applicable)			
Social Security Number	Date of Birth		
Driver's License Number	Mother's Maiden Name		
Home Address			

		Indicate individual users' daily limits below. Limits only apply to the available balance in the account. Bank at its option may reduce or restrict daily limits.	
Cardholder's Name		<b>ATM</b> <input type="checkbox"/> \$0 <input type="checkbox"/> \$300 <input type="checkbox"/> Other _____	<b>Purchases</b> <input type="checkbox"/> \$1,000 <input type="checkbox"/> \$2,500 <input type="checkbox"/> \$5,000 <input type="checkbox"/> Other _____
Existing Card Number (if applicable)			
Social Security Number	Date of Birth		
Driver's License Number	Mother's Maiden Name		
Home Address			

		Indicate individual users' daily limits below. Limits only apply to the available balance in the account. Bank at its option may reduce or restrict daily limits.	
Cardholder's Name		<b>ATM</b> <input type="checkbox"/> \$0 <input type="checkbox"/> \$300 <input type="checkbox"/> Other _____	<b>Purchases</b> <input type="checkbox"/> \$1,000 <input type="checkbox"/> \$2,500 <input type="checkbox"/> \$5,000 <input type="checkbox"/> Other _____
Existing Card Number (if applicable)			
Social Security Number	Date of Birth		
Driver's License Number	Mother's Maiden Name		
Home Address			

		Indicate individual users' daily limits below. Limits only apply to the available balance in the account. Bank at its option may reduce or restrict daily limits.	
Cardholder's Name		<b>ATM</b> <input type="checkbox"/> \$0 <input type="checkbox"/> \$300 <input type="checkbox"/> Other _____	<b>Purchases</b> <input type="checkbox"/> \$1,000 <input type="checkbox"/> \$2,500 <input type="checkbox"/> \$5,000 <input type="checkbox"/> Other _____
Existing Card Number (if applicable)			
Social Security Number	Date of Birth		
Driver's License Number	Mother's Maiden Name		
Home Address			

By signing this Application authorizing these additional individuals, you are requesting, on behalf of the Company, for the Bank to issue a Business Debit Card. You represent that you are authorized to sign this Application on behalf of the Company, understand that the issuance of and use of the Business Debit is subject to and governed by the terms and provisions of the separate Business Debit Card Agreement, and have read, understand and agree to the Business Debit Card Agreement.

Name of Company ► \_\_\_\_\_

Name of Authorized Signer (please print) ► \_\_\_\_\_

Authorized Signature ► \_\_\_\_\_ Date: \_\_\_\_\_



## Business Debit Card Agreement Disclosure Statement

**General:** This Business Debit Card Agreement ("**Agreement**") governs your Company's request for issuance and use of a MasterCard Business Debit Card ("**Card**"). This Agreement supplements and incorporates the deposit account agreements which govern the business accounts of the Company and which may be accessed by the use of the Card. If there is a conflict between these agreements, the terms most favorable to the Bank shall control. If there is a conflict between what a Bank employee tells you and the terms of this Agreement, the terms of this Agreement will control. Use of the Card confirms your acceptance of the terms of this Agreement.

**Definitions:** As used in this Agreement, the following words shall have the definitions stated:

"**Account**" or "**Accounts**" means those deposit accounts that the Company maintains with Bank and to which the Company has access by use of the Card.

"**Application**" means the Business Debit Card Application submitted on behalf of the Company requesting that the Bank issue a Business Debit Card for use by the Company.

"**ATM**" means automated teller machines.

"**we**", "**our**", "**us**", "**Bank**" means FSGBank, N.A..

"**Cardholder**" means each person to whom a Card has been issued and is authorized by the Company to use the Card.

"**you**", "**your**" or "**Company**" means the Company, which is also the owner of the Accounts.

"**PIN**" means the confidential identification number or code assigned to you for identification purposes in connection with use of the Card.

**Issuance and Termination of Cards.** The Card allows each Cardholder direct access to your Accounts. The Bank will issue Cards and a PIN to each Cardholder. Each Card will identify your business as well as the Cardholder. The Bank may restrict the number of Cardholders for each Account. Each Cardholder must sign their Card before it may be used. The initial transaction must be PIN-based to activate. Once a Card has been issued, it may not be transferred to another person. You agree to immediately notify us of the termination of a Cardholder's rights and to promptly return the Card to us.

You acknowledge that Bank is providing this Card service to you as an accommodation and is not responsible in any way for the manner in which a Card is utilized. We reserve the right to reject or decline any transaction if available funds in the Account are insufficient to cover the transaction, including applicable fees. Services available under this Agreement and through the Cards are available for only so long as Company maintains an active Account(s) in good standing with Bank. We have the right to terminate this Agreement at any time with or without cause and without the requirement of prior notice to you. Likewise, you have the right to terminate this Agreement at any time with or without cause upon notice to us of termination. Termination shall not affect the liabilities or the obligations of the parties for transactions initiated prior to the termination or within the time thereafter required by Bank to process the notice of termination.

**Use Solely for Business Purposes:** The Company represents and warrants, for itself and its Cardholders, that the Card will be used solely for business purposes. The Card may not be used for household, consumer or personal purposes. The Card can be used to purchase goods, to pay for services and to obtain cash at designated ATMs. The Card is not a consumer card and you agree to provide written instructions to each Cardholder (i) that the Card may not be used for personal, family or household purposes and (ii) of the security policies set forth below. We assume all transactions are for business purposes and do not monitor transactions to determine their purpose.

**Dollar Limitation on Transactions:** You may assign a different individual authorization or use limit for each individual Cardholder. The requested authorized limit for each Card and each Cardholder is set forth in the Application and must be agreed to by the Bank, initially and throughout any time in which the Card is used. The limits may be changed from time to time as herein provided; provided that no change may be made without the prior consent of Bank.

You agree that Bank may unilaterally, without prior notice, modify the limits at any time and from time to time and upon a transaction by transaction basis, particularly in situations where computers fail or are unable to properly communicate the actual dollar limitation to the point of sale computers but the transaction still occurs upon a different dollar limitation.

**Security Procedures/Use of PIN:** Appropriate signatures or use of a PIN may be required to use your Card to purchase goods or pay for services for point of sale transactions or to obtain cash at designated ATM's. Most transactions will not require both the use of a PIN and a signature.

You agree that our security procedures are commercially reasonable in the context of your operations, requirements and internal procedures. You agree to establish and maintain appropriate security standards and policies which include proper safeguards to protect the confidentiality of all PINs and which protect against the unauthorized use of the Card. Cardholder will exercise vigilant care in safeguarding the Card and PIN from loss, theft or unauthorized use and shall not disclose the PIN to any third party. You are solely responsible for establishing and maintaining the procedures as required to safeguard against unauthorized use of the Card. Bank assumes no duty to discover any compromise or breach of security by Company or Cardholder(s) or the unauthorized disclosure or use of a PIN.

Any use of the Card to pay for goods or services and any use of the Card for an ATM withdrawal under this Agreement with or without a valid PIN or signature will be considered to be authorized, authentic, valid and binding upon the Company. The Bank is fully protected when it acts in good faith with regard to such transactions whether or not authorized by you.

You agree to notify us immediately, followed by written confirmation, of any attempts or suspected attempts of unauthorized use of the Card. You must also notify us, in the same manner, if you suspect that any security procedure has been compromised. You are responsible for all transactions initiated by the use of your Card whether authorized or unauthorized until we receive actual notice of the unauthorized use and for a commercially reasonable time thereafter as required by Bank to stop or prevent unauthorized transactions. The occurrence of an unauthorized use of the Card will not affect the validity of any transactions which were initiated prior to receipt of such notification nor within a reasonable time thereafter.

**Fees; Promise to Pay:** You agree to pay promptly such fees and charges for use of the Card as may be established by the Bank from time to time. Company understands and agrees that it is liable for payment for all uses of the Cards to the fullest extent permitted by applicable law and card associations rules, including, without limitation, MasterCard's zero liability policy.

**Amendment:** You agree that the terms and conditions of this Agreement, including the dollar limitations on use of a Card, may be amended by us at any time. We will notify you of amendments as required by applicable law.

You may add or remove Accounts or Cardholders or change the limits on the use of a Card by submitting a new updated or supplemental Application at any time to affect the requested changes. Such updated information will be implemented as soon as we can confirm that the request is executed by a properly authorized person and are otherwise acceptable to us.

We may refuse to issue a Card and the use of a Card may be cancelled, revoked or limited by us at any time without prior notice to you. We have the right at any time and without notice to eliminate any or all of the services that currently are available to you by use of the Card or to add new services.

**Responsibilities and Limitations of Liability:** We agree to provide you with use of the Card in accordance with the provisions of this Agreement, and shall be fully protected in servicing any transactions in accordance with the provisions of this Agreement, whether or not the person acting on your behalf with respect to such transaction is authorized by you to perform such transaction. We are not responsible for the refusal of any merchant to honor a Card.

We shall not be liable to you, a Cardholder or any other person for any loss or damages sustained by any such person or entity as a result of delay in servicing a transaction request, delay resulting from equipment failure or transmission failure, act of God or any other cause not within the reasonable control of the Bank. IN NO EVENT SHALL BANK BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER BANK WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. BANK MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

You agree to hold Bank harmless from any and all liability resulting from acts, errors or omissions of any employees or agents of Company, which acts shall include, but are not limited to, negligent acts and willful misconduct of such persons, or from the material breach by Company of its obligations under this Agreement. For purposes of this provision, any person who is given authorization by you to use Cards, PINs or account numbers shall be deemed an employee or agent of the Company.

**Governing Law; Arbitration:** This Agreement and all transactions hereunder shall be interpreted in accordance with applicable federal law and the local laws of the State of Tennessee without regard to the choice of law rules of such State. To the fullest extent allowed by law, all claims, disputes and other matters in controversy asserted by you against the Bank or any employee or other person acting for or on behalf of the Bank, arising out of or related to this Agreement or the use of the Card shall be decided by binding arbitration in accordance with the Commercial Arbitration rules of the American Arbitration Association. The location of any arbitration proceedings shall be in Chattanooga, Hamilton County, Tennessee.

**Collections Costs and Attorneys Fees.** If Bank hires a collection professional or attorney to enforce this Agreement, Company agrees to pay reasonable fees and expenses of Bank for such professional or attorney, in addition to other relief which may be appropriate.

**Corporations, Partnerships and Other Entities:** If you are a corporation, partnership, limited liability company, limited partnership or other entity, we are not obligated to act pursuant to this Agreement until appropriate resolutions, and other documentation as requested by us have been delivered to us to establish the authority of the person(s) authorized to act on behalf of such entity.

**Stop Payment:** You understand that you will not be able to stop payment on transactions originated by use of your Card, whether the transaction is authorized or unauthorized.

**Notice and Communication between Bank and You:**

You must direct communications to the Bank related to this Agreement by any of the following: E-mail to

[customercare@fsgbank.com](mailto:customercare@fsgbank.com)

Telephone at (855) 693-7422 or 1-855-MYFSGBANK

Mail addressed to FSGBank, N.A., 531 Broad St, Chattanooga, TN 37402

The Bank may direct communications to you (including a change to the Bank's e-mail, telephone or address) at the e-mail, telephone number, facsimile and address provided by you in the Application, or otherwise as provided in the books and records of the Bank for your Account(s).

**Overdraft Protection:** Use of the Card may result in an overdraft of your Account(s). Card transactions that overdraw your Account may not be covered by the Overdraft protection feature.

**Right of Setoff; Lien on Accounts:** You hereby grant the Bank a security interest in the Account(s) and any other deposits you maintain with us pursuant to the Uniform Commercial Code to secure transfers, payments and other obligations we incur as a result of the use of the Card. Bank shall have the right to setoff and apply amounts owing by Bank to Company against any amounts owing from Company to Bank pursuant to this Agreement.

**Foreign Currency:** If a transaction involves other than U.S. currency, you understand and agree that the Bank will honor the transaction in U.S. currency at a conversion rate as may be adopted from time to time by MasterCard for such transaction. Additional transaction or currency conversion fees may apply to transactions in currency other than that of the United States.

**Recording for Quality Assurance:** For quality assurance purposes, Bank may record calls between you, Cardholders and our customer service representatives.

**Further Assurances:** Company shall execute and deliver to us all documents and instruments, and do all such other reasonable acts as may be required in the opinion of the Bank, to enable Bank to perform its obligations hereunder.

**FSGBank, N.A. Privacy Notice**

FSGBank values you as a customer and we know how much privacy means to you. We consider all personal information that we gather about you to be "confidential information." We have made the decision not to disclose information about our customers or former customers to anyone, except as permitted or required by law. Therefore, you do not need to opt-out of information sharing. We will inform you of our policies for collecting, using, securing and sharing customer information the first time we do business with you and every year that you are an FSGBank customer.

We collect nonpublic information about you such as name, address, social security number, identification number, credit history and other transaction records from the following sources:

- Information you provide to us on loan or new account applications or other forms, via the internet, by telephone or otherwise;
- Information about your transactions with us, our affiliates or others; and
- Information we receive from a consumer reporting agency.

We may disclose all of the information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. However, be assured we carefully select these companies and require them to agree to keep nonpublic personal information confidential and secure and use it only as authorized by us.

Additionally, we may share all nonpublic personal information we collect, as described above, with nonaffiliated third parties that assist us with preparing monthly statements, with the processing and the printing of checks, and with credit reporting agencies to whom we report information about your transactions with us.

We limit access to your personal and account information to only those employees who need to know that information to provide products and services to you. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your personal information.

If you close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

**Contact in Event of Unauthorized Transfer:** If you believe your Card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in the Agreement.