

BUSINESS DEBIT CARD AGREEMENT**ACCOUNT OWNER**

This Business Debit Card Agreement (“Agreement”) is made and entered into on this _____ day of _____, 20_____, by and between Farmers State Bank and the business organization (irregardless of choice of entity and/or formation method) whose name appears on the signatory page hereof (“Business”).

WHEREAS, Business desires to have Farmers State Bank issue certain debit cards (“Cards”) in the name of the Business for the use by Business’s officers, employees or other agents (“Employees”), as more particularly designated in this Business Debit Card Agreement and;

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

NOW, THEREFORE, the parties agree as follows:

1. Cards Issuance. Farmers State Bank will issue Cards in the name of the Business as designated in the Agreement. All Cards must be signed immediately upon receipt by the Employees, but all Cards remain the property of Farmers State Bank and must be surrendered to Farmers State Bank upon demand. Business acknowledges that Farmers State Bank is providing such service to Business as an accommodation party only and, except as otherwise provided by law, Farmers State Bank is not responsible in any way for the manner in which the Cards are utilized. Cards should be issued in the following names:

PRINTED NAME

PRINTED NAME

PRINTED NAME

PRINTED NAME

2. Liability and Promise to Pay. Under no circumstance will Farmers State Bank be responsible or liable for any loss associated with authorized or unauthorized use of the Card(s). The Business and all Employees’ joint and severable liability will be responsible for the total amount of loss unless limited by rules of either Visa or MasterCard. In the event of a lost Card or of unauthorized use of a Card, immediately notify Farmers State Bank during normal business hours. During non-operational hours call (800)472-3272 to report lost or stolen cards.

3. Security Measures. In an effort to better protect Business and Employees from lost Cards or unauthorized use of the Cards, Farmers State Bank requires that Employees each have a different Personal Identification Number (PIN) and use the PIN to process a debit transaction. Business 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 Business and Employees and shall be known only to those persons who are on a “need to know” basis. Farmers State Bank assumes no duty to discover any breach of security by Business or Employees or the unauthorized disclosures or use of a PIN.

4. Statements and Disputed Debits. Each month Business will receive an account statement (“Monthly Statement”) showing, among other things, all debits made by use of the Cards. Business can dispute any debit by calling Farmers State Bank and providing:

- a) Cardholder name(s)
- b) Business name
- c) Dollar amount of any dispute or suspected error
- d) Reference number
- e) Description of the dispute in error

Note: This dispute method will be free of charge.

5. Notice and Communication. Except with respect to notices relating to lost or stolen Cards, or Disputed Debits, all notices, requests and other communications provided for hereunder must be directed to Farmers State Bank at the respective address indicated below and, unless otherwise specified herein, must be in writing, postage prepaid or hand-delivered or delivered by fax. Either party may, by written notice to the other, change its address indicated below.

Farmers State Bank of Westmoreland
Attention: Data Operations Department
P.O. Box 330
Westmoreland, KS 66549
Telephone: (785)457-3316
Fax Number: (785)457-3798

6. Information Deemed Confidential. Farmers State Bank agrees that it will maintain all data relative to Business’s accounts as confidential information and will exercise the same standard of care and security to protect such information as Farmers State Bank uses to protect its own confidential information. Farmers State Bank agrees to use such data exclusively for the providing of services to Business and Employees hereunder and not to release such information to any other party, except as may be required by law.

7. Monthly Debit Card Fee. A Monthly Debit Card Fee may be charged to Business’s account for the privilege of having the Cards. The Monthly Debit Card Fee is payable whether or not any of the Cards are used. The amount of this fee, if imposed, is disclosed in Paragraph 19 of this Agreement.

8. Card Use. Business represents and warrants, on behalf of itself and its Employees, that the Cards will only be used for business purposes.

9. Lost or Stolen Cards. If a Business Debit Card is lost or stolen the Employee should call Farmers State Bank during normal business hours. During non-operational hours call (800)472-3272 to report lost or stolen cards.

10. Termination. Farmers State Bank shall have the right, at its sole discretion, to terminate Business’s privileges hereunder.

11. Return of Cards. All Cards shall be deemed canceled effective upon termination of this Agreement and Business shall instruct the Employees to cut in half of all Cards. Business shall remain liable for all debits or other charges incurred or arising by virtue of the use of a Card prior to and after the termination date.

12. Amendments and Change in Terms. Farmers State Bank may from time to time amend the terms of this Agreement to the extent allowed by applicable federal and state law. Farmers State Bank will notify Business 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.

13. Refusal to Honor Cards. Farmers State Bank is not responsible for the refusal of anyone to honor the Cards.

14. Service Fees. Farmers State Bank may charge Business a reasonable charge for photocopies and reprints which Business or any Employee may request and for other special services as allowed by law.

15. 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.

16. 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 Kansas.

17. Venue of Litigation. In the event any litigation is required to enforce the terms and conditions of this Agreement, Business, on behalf of itself and its Employees, agrees that such litigation may only be commenced in a United States District Court.

18. Collection of Costs. If Farmers State Bank hires an attorney to assist in collecting any amount due hereunder, or to enforce any right or remedy hereunder, Business agrees to pay Farmers State Bank reasonable attorney's fees and expenses, and any other as permitted by law if Farmers State Bank prevails in the action to collect or enforce any right or remedy.

19. Disclosure of Charges. The following charges may be assessed against Business by Farmers State Bank for the privileges being conveyed hereunder. Fees may be subject to sales tax.

- Monthly fee per card:** \$0
- ATM cash withdrawal fee:** \$2.00
- Card replacement fee:** \$15.00
- Hot Status fee:** \$15.00



BUSINESS NAME

SIGNATURE

PRINTED NAME

TITLE

SIGNATURE

PRINTED NAME

TITLE

BUSINESS DEBIT CARD APPLICATION
Drop off at any location or mail completed application and Business Debit Card Agreement to:

 Farmers State Bank
 PO Box 330
 Westmoreland, KS 66549

For Bank Use Only:
1 FORM NEEDED PER CARDHOLDER
 Date Ordered: _____(MO)_____(YR)
 Date Revoked: _____(MO)_____(YR)
 Card Number: _____
 Employee Initials: _____

Business Name: _____

Cardholder Name: _____

Social Security Number: _____ **Birthdate:** _____

Home Address: _____

City: _____ **State:** _____ **ZIP Code:** _____

Card Mailing Address: _____

City: _____ **State:** _____ **ZIP Code:** _____

Home Phone: _____ **Work Phone:** _____

Cell Phone: _____ **Email Address:** _____

Account card is linked to: _____ - _____ - _____

Assigned spending limits: POS - \$ _____ (Point-of-Sale spending)

ATM - \$ _____ (may be zero, if desired)

2 forms of identification (copies attached): _____ (if applicable)

 CARDHOLDER SIGNATURE

 DATE

 BUSINESS OWNER SIGNATURE