



Debit BusinessCard™ Agreement Terms and Conditions

Introduction. This Debit BusinessCard™ Agreement (“Agreement”) contains contract terms and other important information relating to your Debit BusinessCard™ (“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.

Governing Law, Conflict with Applicable Law. This Cardholder Agreement will be construed in accordance with the laws of Pennsylvania. In the event of any conflict between provisions of the Cardholder Agreement and any applicable law or regulation, the provisions of this Cardholder Agreement shall be deemed modified in the extent, and only to the extent, required to comply with such law or regulation.

Definitions. Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words “we,” “our,” and “us” refer to the financial institution which issues the Card. The words “you” and “your” refer to the owner of the specific account for which Card transactions are permitted. The word “Cardholder” refers to any person authorized by you to use the Card.

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 purposes only at point-of-sale and Automated Teller Machines (ATMs). The Card may not be used for personal purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. You agree to provide written instructions to all Cardholders that the Card shall not be used for consumer purposes.

Account Requirement, Payment Responsibility, Transferability, Enforceability. The services described in this 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.

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 Procedures. The Card allows Cardholders to directly access the business checking account (“primary business 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 the Cardholder. You agree to the following security procedures. Each Cardholder must sign their Card before it may be used. You agree to require both a Card and a PIN to be used together to obtain cash at designated ATMs. However, you may use your Card to purchase goods or pay for services without a PIN. Once a Card has been issued it



Debit BusinessCard™ Agreement Terms and Conditions

cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder's rights and to promptly destroy the Card. You agree that you will be financially liable for transactions that have occurred or may occur on any terminated Card. You agree to provide written instructions to all Cardholders about the importance of protecting the Card and PIN. You agree to examine your receipts and periodic statements in a timely manner. You agree that the dollar/frequency limits assigned to each Cardholder will also act as a security procedure.

Termination and Amendments. We may terminate this Agreement at any time without notice to you. You may terminate this Agreement by written notice to us and no longer using your Card and PIN.

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 of an amendment constitutes your acceptance of the change.

Notices. Any notices mailed to you under this Agreement will be mailed to the address we have for you in our records. You agree to keep us notified of your current mailing address.

Order of Payment. Our policy is to post and pay Card transactions in the order they are received. We reserve the right to pay Card transactions before checks and other items.

Overdraft Protection. If your account has an overdraft protection feature, unless otherwise agreed in writing, Card transactions that would otherwise overdraw your account will be covered by the overdraft protection feature up to your available limit.

Stop Payment. You may not stop payment of electronic fund transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

TYPES OF TRANSACTIONS

Below are the types of transactions your Card will accommodate.

ATM Transactions. You may access your account by ATM using your Card and PIN to:

- make deposits to your primary business account.
- get cash withdrawals from your primary business account.
- withdraw no more than \$500.00 of cash per calendar day, per banking card up to your available limit and available balance.
- transfer funds between accounts linked to the Card.
- get information about account balances.

Some of these services may not be available at all ATMs.



Debit BusinessCard™ Agreement Terms and Conditions

Point-of-Sale Transactions/Purchases. You may access your primary business account with your Card to purchase goods (in person, by phone, or through Internet), pay for services/purchases (in person, by phone, or through Internet), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that you can do with a credit card (that a participating merchant will accept with a credit card).

When using your Card and/or PIN you may not exceed \$2,000.00 in transactions per calendar day, per card up to your available limit and available balance.

Your Option to Limit Cash Withdrawals. In addition to dollar amount limitations for withdrawals using your Card and/or PIN that we may establish, you have the option to limit the amount of cash that can be withdrawn by each Card.

You may access your account using the Embassy Bank Debit BusinessCard at any Embassy Bank ATM location. You also have access to cash at thousands of ATMs in the STAR® and PLUS® networks.

You can choose the option level on your Debit BusinessCard to control employee access.

- a) Deposit/Inquiry functions only.
- b) Purchase/Inquiry functions only.
- c) Full Access offers Deposit, Purchase and Inquiry functions plus Transfers and Cash Withdrawals.

Currency Conversion. If you effect a transaction with your Card in a currency other than US dollars, MasterCard® International Incorporated will convert the charge into a US dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the conversion rate used by MasterCard International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

Advisory Against Illegal Use. You agree not to use your Card for illegal gambling or other illegal purpose. Display of a payment card logo by an on-line merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the Cardholder may be located.

FEES

Please refer to the Fee Schedule for additional information on fees.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used. You may be charged a fee for a balance inquiry even if you do not complete a funds transfer.



Debit BusinessCard™ Agreement Terms and Conditions

DOCUMENTATION

Terminal Transactions. You can get a receipt at the time you make any transaction to or from your account using one of our ATMs or point-of-sale terminals.

Retain Copies for Your Records. You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record, but not while at a terminal. You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

Periodic Statements. You will get a monthly account statement of transactions made using your Card(s).

LIMITATIONS ON OUR LIABILITY

We will not be liable if:

- you do not have enough money in your account to make the transaction.
- you have an overdraft line and the transaction would cause you to exceed your credit limit.
- an ATM does not have sufficient cash.
- a terminal or system is not working properly and you knew about the breakdown when you started the transaction.
- circumstances beyond our control (such as fire or flood) prevent the transaction.
- a merchant refuses to accept your Card.
- an ATM rejects your Card.
- if the funds are subject to legal process or other encumbrance restricting such transaction.

There may be other limitations on our liability.

UNAUTHORIZED TRANSACTIONS

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 will 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 Transactions. You shall be liable for any and all unauthorized Card transactions provided Embassy Bank processed the same using commercially reasonable methods and otherwise in compliance with all applicable laws.

Contact us AT ONCE if you think your Card and/or PIN has been lost, stolen or used (or may be used) without your permission, or your Card has otherwise been (or may be) used without your permission. Telephoning is the best way of minimizing your possible losses if any of your statements show electronic funds transfers that you did not make or authorize. If you believe your Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, contact us at (610) 882-8800.



Debit BusinessCard™
Agreement Terms and Conditions

Consequential Damages. We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

ERROR RESOLUTION

If you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, you must contact us immediately and provide us with the following information:

- (1) Tell us your name and account number.
- (2) Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We may require that you send us your complaint or question in writing within ten (10) calendar days. Any complaints or questions should be mailed to:

Embassy Bank for the Lehigh Valley
P.O. Box 20405
Lehigh Valley, PA 18017

To report a lost or stolen DebitBusiness™ Card, please call (610) 882-8800. If calling after normal banking hours or on a bank holiday please call (800) 472-3272.