



## Business Debit Card Agreement

### Introduction

The Business Debit Card Agreement (“Agreement”) contains contract terms and other important information relating to your Business Debit Card (“Card”).

The account and its use shall be governed by this Agreement, any other Agreement made, and signature cards signed, previously or hereafter by you or any other person authorized to sign on the account, and any terms contained on the Card. If any provisions of this Agreement conflicts with a provision of such other agreements, the provisions of this Agreement shall control with regard to the use of the Card or PIN. You shall have no claim or right of action against us for our failure or refusal to approve use of this Card if the use is not within the procedures and limits established by us. The Bank shall have no liability for any other person’s failure to honor the card. The services described in this Agreement will be available to you only as long as you maintain a business checking account with us in good standing. This account may not be transferred or assigned without our written consent.

### Indemnity

Cardholder (“Cardholder”) agrees to indemnify and hold the Bank harmless against and in respect of any and all damages or liability resulting from any misrepresentation by the merchant selling the goods; quality, price or warranty of goods, or of any discount offered as part of the card program. To the fullest extent allowed by applicable law, Cardholder agrees to indemnify and hold the Bank harmless against and in respect of any and all damages or liability resulting from any misrepresentation with respect to or resulting from breach or non-fulfillment, by Cardholder of any of terms, conditions and provisions of this Agreement, the misuse of the Card by Cardholder, the failure to properly use the card and PIN in accordance herewith, or any other act or omission resulting in damages or liability to the Bank, and all judgments, costs, legal and other reasonable expenses incidental to any of the above.

### Modifications or Termination of this Agreement

The terms of this Agreement may be changed by us from time to time by notice from us to you. We may also revoke your right to use your Card at any time without notice to you. You agree to pay for any cash withdrawals, service charges, or other items that remain unpaid at the time this Agreement is for any reason terminated.

### Business Card Purpose

Providing our normal business standards are met, we agree to issue a Card to authorized Cardholder(s). Each Cardholder’s access will be limited to the business account(s) on which he or she has properly designated according to the Resolution for Depository Authorization, or on which he or she is an authorized signer. Any Cardholder agrees that this Card is for use by business owners and authorized signers. The Card can be used only for business purposes. 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 limit the use of each Card to legitimate business purposes and to take all necessary steps to assure that each Card is used for no other purpose.

### Security Procedures

The card allows Cardholders to directly access the business checking account(s) specified. We will issue a Card and personal identification number (PIN) to you for use with each Card. Each Card will identify the business as well as the Cardholder and the Cardholder must sign their Card before it can be used. As a security procedure, you agree to require both a Card and a PIN to be used together to obtain cash or to perform any other permitted transaction at designated ATMs.

As an additional security procedure, each authorized Cardholder agrees to: (a) sign the Card promptly following receipt; (b) safely keep the Card and PIN separate and in the sole possession of the authorized user; (c) not disclose the PIN, record it on the Card or otherwise make it available to anyone else; (d) use the Card, PIN, and ATM or POS terminals only for business purposes and only as instructed and authorized by us from time to time; (e) save all receipts (never throw them in the trash or on the ground) and verify each against your Bank statement; (f) report all crimes immediately to the operator of the ATM or local law enforcement official; and (g) immediately report to us any loss, theft, disappearance or known or suspected authorized use of the Card or the PIN.

You authorize us to follow any instructions entered through use of a Card with or without a PIN. Because a Card and PIN can be used to access money in each business accounts and access information about such accounts, each Cardholder agrees to treat each Card and PIN with the same degree of card and secrecy that you use to protect other sensitive financial data, but not less that reasonable care. In particular, you agree not to make any Card or PIN available to any other person.

Once a card has been issued it cannot be transferred to another person. A Card is and shall remain our property and may be cancelled at any time without notice and must be surrendered or destroyed upon request. However, you shall be solely and completely responsible for the possession, use and control of each Card issued to you, including without limitation, the responsibility to retrieve and instruct us to terminate any Card issued to any person who, for any reason, ceases to be a Cardholder on any account to which he or she has access. You agree to immediately notify us when a Cardholder’s rights have been terminated.

### Renewal of Cards

For your protection, your Card is issued with an expiration date. If your account is active and in good standing on the expiration date, we may issue a renewal card.

### Applicable Law

This Agreement is governed by the laws of the State of Texas and of the United States, where our principle office is located.

### Order of Payment

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

### Notices

Any notices 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.

### Types of Transactions

You may use your Card with your PIN to:

- Withdraw cash from your checking account or savings account.
- Inquire as to the available balance of your checking and savings accounts.
- Make deposits to your checking or savings accounts (Capital Bank ATMs Only).

- Transfer funds between your checking and savings accounts.
- Purchase goods or services at places that have agreed to accept the Card.
- Perform other Debit services as may be available from time to time, and for which we send separate notification to amend this Agreement. Some of these services may not be available to you at all EFT terminals. If you have more than one account with us, some of these services may not be available on each account.

On each processing day/business day:

- You may withdraw from automated teller machines up to a maximum of \$1,500.00 (or your available balance, if it is less than the specified maximum amount).
- By use of point-of-sale terminals, you may buy goods and services up to a maximum of \$1,500.00 (or your available balance, if it is less than such amount). This limit includes cash withdrawals you make using your Card. In all cases, you agree to be responsible for all transfers authorized by you from which you see benefit.

**Unauthorized Transfers/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 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.

**Unauthorized Transfers/Your Liability**

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 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. Contacting us by phone is the best way of keeping 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) 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.

**To Report a Lost or Stolen Card or Unauthorized Transfer**

During business hours, call **713-675-2341** or visit one of our Banking Centers and for after hour calls, please call **Customer Support at 1-800-417-8715**.

**Error Resolution**

You agree to examine your receipts and periodic statements using ordinary care and to report any errors or problems to us within a reasonable time. You agree that the time to examine your statement and report to us will depend on the circumstances, but will not in any circumstance exceed a total of sixty (60) days from when the statement containing the error or problem was first mailed or made available to you. If you do not report within sixty (60) days, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise. You further agree that if you fail to report to us any errors or problems within thirty (30) days from when the statement was first mailed or made available to you that we will not be required to pay interest on any refund to which you may be entitled. We will credit your account for errors or problems as required by law.

If you provide us with timely notice of an error or problem in your periodic statement, we will investigate the matter and notify you of the results as soon as reasonably possible under the circumstances.

You may ask for copies of the documents that we used in our investigation by calling **713-675-2341** or writing us at:

**Capital Bank  
P.O. Box 24337  
Houston, Texas 77229**

**Agreement**

Your signature at the bottom of this form or use of your card will evidence your agreement to be bound by the terms and conditions of this Agreement.

**Debit Card and ATM Card Usage Safety Tips**

- Keep your ATM or Debit Card in a safe place. Treat your card as you would cash or checks.
- Do not send your card number through e-mail, as it is typically not secure.
- If you receive a replacement card, destroy your old card.
- Review your account statements carefully and inquire about any suspicious charges.
- Memorize your personal identification number (PIN). Do not write your PIN down anywhere and do not share your PIN with anyone.
- When entering your PIN, ensure that no one sees it.
- Shop with merchants you know and trust, especially when purchasing products or services on the Internet.
- Consider utilizing the MasterCard Secure Code program which provides added protection to Debit Card customers who shop online with participating merchants. Visit our website at [www.capitalbanktx.com](http://www.capitalbanktx.com) for more information.
- When purchasing on the Internet, make sure the website is secure. Secure websites will have a web address beginning with <https://www...> or look for a lock symbol in the lower right-hand corner of your web browser.
- Keep all ATM or merchant receipts in a safe place or destroy them properly.