



## DEBIT MASTERCARD® BUSINESSCARD™ AGREEMENT AND CONDITIONS

The following provisions govern the issuance and use of the nCino Bank Debit Mastercard® BusinessCard™ (the "Card"). Each corporation, limited liability company, partnership, sole proprietorship, or other business entity that applies for, accepts, signs or uses any Card agrees to the following terms:

### DEFINITIONS

As used within this Agreement, the words "you," "your," and "Business" mean the corporation, limited liability company, partnership, sole proprietorship, or other business entity that applies for a Card. "Authorized Representative" is an individual who has been given the authority by the Business in its Corporate Resolutions or other business documents to act on behalf of the Business in any dealings with nCino Bank. "Bank," "we," "our," and "us" mean nCino Bank. "Account" means any business account with the Bank that the Card can access. "Primary Account" is a Business Checking account that you designate for Card use. "Secondary Account (s)" means any other account that you have designated for Card use. Refer to the **nCino Bank Business Card** Use section below for specific Account options. "Card" or "Cards" means each nCino Bank Business Card, also known as The Debit Mastercard® BusinessCard™ issued to you and/or your employees. "Cardholder" means each employee of the Business or other person authorized by the Business who receives a Card (the term "employee" includes, but is not limited to, a partner, officer, or proprietor of the Business). "PIN" means personal identification number. "Calendar Day" includes each day up to 12:00 am.

### BUSINESS CARD ISSUANCE

The Cards are available with most business accounts and are limited to 5 cards per Business (unless otherwise approved). The Debit Mastercard® BusinessCard™ is available only with business checking accounts. Other Business Accounts may be linked to the Card.

An Authorized Representative of the Business must request a Card or Cards by completing and signing an ("Application"). All representation made by Business in the Application are hereby incorporated herein. On the Commercial Resolution and Authority form, Corporate Resolution form, or other business documents, the Business or Authorized Representative must designate the Cardholders. We will issue a Card in the name of the Business and in the name of each person designated as a Cardholder in the Cardholder Information section of the Application. Each Cardholder must sign the Application.

All Cards remain our property, may be canceled by us at any time for any reason, and must be surrendered to us on demand. No Card is transferable. Only the Cardholder to whom a Card is provided may use that Card and only the Cardholder who selects a PIN may use that PIN. **You agree on your behalf and on behalf of each Cardholder not to give a PIN to unauthorized users, treat it with the highest level of security by you and the Cardholders and to assume responsibility for all transactions arising from any use of the Card(s).** PINs must be kept confidential. You, on your behalf and on behalf of your employees, acknowledge that use of a PIN provides a commercially reasonable security procedure in light of your particular needs and circumstances.

You will pay any replacement charges in effect by us for Cards replaced and any fees for services provided in connection with the use of the Cards. When using a non nCino Bank ATM, a \$1.00 fee will be charged.

### **nCino BANK BUSINESS CARD USE**

You represent and warrant on your behalf and on behalf of the Cardholder, that the Cards will only be used for business purposes.

Each Card may be used to perform transaction types that we make available on the Primary Account. Each Card may also be used to perform certain transactions on any Secondary Accounts. Unless otherwise specified by the Authorized Representative, each Cardholder may:

#### **Automated teller machine (ATM) transactions**

Use a Card at any ATM showing the symbols NYCE or Cirrus to make cash withdrawals from the Primary and Secondary Accounts, to make deposits to the Primary and Secondary Accounts (at our machines only), to do transfers between the Primary and Secondary Accounts or to do an inquiry to the Primary and Secondary Accounts. All deposits made through the use of the ATM are subject to verification by the Bank and subject to the availability schedule posted at the machine.

Cardholders may make a maximum of \$1000.00 in aggregate cash withdrawals per Card from ATMs each Calendar Day unless otherwise specified.

#### **For Transactions Involving a Merchant- Checking Accounts Only**

1. Point of Sale (POS) terminals allow for retail purchases with a Card using a PIN. These terminals can be found at gas stations and other retail establishments. The amount of all purchases (including any cash obtained) will be deducted from the Primary Account.
2. Cardholders may make purchases at any merchant location that accepts the Debit Mastercard® BusinessCards™ and pay for them by direct charge to the Primary Account. Cardholders will be able to use the Card to obtain cash advances at any bank displaying the MasterCard symbol. You must have a sufficient balance in the Account to cover the amount of each purchase or cash advance. The balance will consist of available funds plus any available credit in the Account. If purchases or cash advances are processed that exceed Account available balances, you agree to pay the overdraft, plus fee, upon demand.

Cardholders may make a maximum of \$2500.00 in aggregate debit transactions per Card involving a merchant (i.e. point of sale transactions) each Calendar Day unless otherwise specified.

Some of these services may not be available at all terminals. To ensure security and to enforce federal and state regulations, there are certain limits on the number of transfers that may be made using a Card. Refer to specific account brochure for details.

**Automatic Billing Updater** is a service provided by MasterCard where participating merchants may obtain new card information, including updated expiration dates and replacement card numbers. You may opt out of this service by notifying nCino Bank – you must notify the bank of each card number which you wish to have opted out of this service.

### **STOP PAYMENT PROCEDURE**

Cardholders may not stop payment on any transaction (s) initiated with a card; therefore, cardholders should not use the card for the purchase of goods or services unless the cardholder is satisfied there will be no need to stop payment.

### **DEPOSITS ACCEPTED**

All deposited items are received for collection. All credits are provisional and are subject to final payment. The acknowledgement form provided at time of deposit is not a binding receipt, and any balance information shown may not reflect all transactions on the Account.

### **REPORTING LOST OR STOLEN CARDS**

Any Cardholder must notify us at once of the loss or theft of any Card, disclosure of any PIN, or unauthorized use of a Card, PIN, or Account.

## **BUSINESS LIABILITY FOR USE OF CARD**

Unless zero liability applies as set forth below, you are solely responsible for the actions of the cardholders. You are unconditionally and without limitation liable for, and agree that we may charge the account for the amount of each transaction in which a card issued to you and a cardholder, is used, whether or not you have authorized its use. You agree to indemnify us and hold us harmless from any and all losses, liabilities, claims from any party, damages, and expenses (including legal fees and expenses) arising from or relating to the issuance of any card or the use of any card by a cardholder or any other person.

## **UNAUTHORIZED USE OF MASTERCARD CARD**

**Cardholder will not be liable for unauthorized use of a Debit BusinessCards™ with the Mastercard logo if the Cardholder can demonstrate that they have exercised reasonable care in safeguarding their Card from risk of loss or theft and the Cardholder promptly reports any loss or theft to the Bank. This is known as zero liability. "Unauthorized use," means the use of the Cardholder's Debit BusinessCards™ by a person, other than the Cardholder, who does not have actual, implied, or apparent authority for such use, and from which the Cardholder receives no benefit. For more information, or if you have questions, visit with one of our customer service representatives at any branch location. If your card is lost or stolen, please notify nCino Bank promptly at 603-448-3650 or 1-888- nCino (1-888-627-2662) during banking hours. After hours call 1-866-546-8273.**

## **QUESTIONS ABOUT YOUR ELECTRONIC BANKING TRANSACTIONS**

You agree to review your statement(s) for inaccuracies promptly upon receipt or notice of availability via online banking as soon as you receive it/them. If there are inaccuracies or you have questions about any electronic banking transactions on your Account, or if you need more information about a transaction, \*see notice. Provide the following information:

- Your Account number, Account name, the Card number, and the name of the Cardholder;
- Describe the inaccuracies or the electronic banking transaction you think are incorrect or have a question about; and
- The dollar amount of the suspected inaccuracies.

We will assist in research of the inaccuracy and will provide to you the documentation of our findings. If the alleged inaccuracy concerns a transaction to or from a third party, our investigation may be limited to a review of our own records. It is your responsibility to contact the third party to pursue the matter further.

If we do not receive your notice within 30 days after the date we mailed the statement or made it available via online banking on which the transaction at issue initially appeared (as applicable) the statement would be deemed to be correct.

\* Notice should be given to us in person at a branch, or by telephone, and any oral notice must be confirmed immediately in writing. The address is nCino Bank, PO Box4399, White River Junction VT 05001. The phone number is 603-448-3650 or 1-888-nCino (1-888-627-2662) during business hours. After business hours, call 1-866-546-8273 to report a card lost or stolen.

You agree to comply and you will require Cardholders and others in your employ, to comply with all provisions of this Agreement and all other applicable agreements, and you guarantee that they will do so. You are fully responsible for the failure of any Cardholder or any person using the Card to comply.

## **ADDITIONAL RISK ASSOCIATED WITH THE USE OF DEBIT MASTERCARD® BUSINESSCARDS™.**

You will not have the benefit of any consumer law limiting the liability with respect to the unauthorized use of your Card. This means your liability for the 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 Debit Mastercard® BusinessCards™ as described in this Agreement.

Whenever a Cardholder leaves your employ or you revoke a Cardholder's authorization to use a Card, you must immediately obtain the Card from the Cardholder and contact us promptly at 603-448-3650 or 1-888-627-2662. You remain responsible for all use of any Card before notification to us and a reasonable opportunity for us to act on such notice.

### **BANK LIABILITY FOR FAILURE TO PROCESS TRANSACTIONS**

We are not liable for failing to process or complete an electronic banking transaction to or from one of the Accounts with us, unless you prove the failure was caused by our willful misconduct or gross negligence and caused you actual harm. In no event will we be liable if:

- The balance in the Account is insufficient to complete the transaction
- The machine where the transaction is taking place does not have enough cash or is not working properly
- Circumstances such as fire, power failure, flood, strike, war, terrorism, riot, governmental regulation, failure of vendors, suppliers, or services, acts of God or other causes over which we have no control, prevent the transaction
- The transfer would go over the credit limit in your Business Account
- The ATM, POS terminal, or ATM or POS system was not working properly, and you should have known about the breakdown when you started the transfer
- The money in your Account(s) is subject to legal process or other encumbrance restricting the transfer
- You do not give proper, complete or correct instructions for the transfer, or you do not follow the procedures in this or any other agreement with us for requesting a transfer
- The U.S. Postal Service causes a delay
- Your Card and/or PIN has been lost or stolen and (a) you have not reported it to us in accordance with the timelines set forth in the Agreement, or (b) we have canceled your Card and other electronic banking service, or
- We have reason to believe that you or someone else is using the ATM, POS terminal or other electronic banking service for fraudulent or illegal purposes

**In no event will we be liable for any indirect, subsequent or consequential loss or damage or for lost profits.**

### **AUTHORIZATION**

By requesting a Card, you warrant that the Debit Mastercard® BusinessCard™ Agreement has been duly authorized, executed, and delivered on behalf of the holder of the Account(s), that each Cardholder is an authorized signer on the Accounts and that the Debit Mastercard® BusinessCard™ Agreement constitutes your valid and legally binding obligation, enforceable in accordance with its terms.

### **FOREIGN TRANSACTIONS**

Purchases and cash withdrawals made in a foreign country and foreign currencies using your Card will be converted to U.S. dollars at the rate that exists on the date of exchange as determined by the foreign bank in accordance with applicable Mastercard network operating regulations and other applicable operating rules for international transactions. The conversion rate may not be the same as on the transaction date. We do not have any control over any conversion fee that may be charged by a card association.

## **MERCHANT TRANSACTIONS**

We will not be liable if a merchant refuses to honor your Card. You must handle any claim or defense for a purchase directly with the merchant or other business establishment that accepted or refused to accept your Card. You may not assert disputes you may have with a merchant against us, as, for example, when you believe that the goods or services paid for with the card were defective, not delivered or not as promised. Any such dispute is solely between you and the merchant, and you must still pay the total amount of the sales draft. Any merchant credit vouchers for returns or adjustments will be credited to your designated Account when received by us.

## **SURCHARGES AND CONVENIENCE FEES**

As long as this agreement is in effect, you agree to maintain with us at least one Primary Account to which your Card provides access. Termination of this Agreement does not terminate the Account(s) that the card accesses, but the closing of the last such account will terminate this Agreement simultaneously.

The Use of the Card to purchase goods or services at a merchant(s) that has agreed to accept the Card or to withdraw cash will constitute a simultaneous withdrawal from and/or demand upon your Account, even though the transaction may not actually be posted to your Account until a later date. Transactions will be posted to your Account and with the same legal effect as checks drawn on the Account. We reserve the right to place a hold on your Account based on the authorization prior to the actual posting of the transaction. Any hold placed on your Account may reduce the available funds in your Account so that other checks or transfers presented to us for payment may not be approved. You agree that we may take this action, and you agree to relieve us from any liability for placing a hold on your Account.

As a condition of using the Card(s), you agree that in the event we determine legal action to be necessary to enforce this Agreement, all such legal action may be maintained in the courts of New Hampshire or Vermont.

If we initiate any legal action to collect money owed under this Agreement, including counterclaims, you agree to pay all of our costs for such action, including reasonable attorney's fees.

## **ATM FEES CHARGED BY OTHERS**

If you use an ATM that is not operated by us, you may also be charged a fee by the ATM operator and/or by any automated transfer used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. You agree to pay such fees.

## **OTHER AGREEMENTS**

This Agreement is subject to the provisions of any deposit agreement governing the Account, including any and all related account applications and other account opening documents. In the event that there are inconsistencies between this Agreement any other account document, the terms of this Agreement shall control to the extent necessary. If any provision of this Agreement is determined to be unlawful or unenforceable for any reason, the remainder of this Agreement will remain enforceable.

## **AMENDMENT AND TERMINATION**

We reserve the right to amend this Agreement at any time and without prior notice.

Either you or we may terminate this Agreement at any time. If you wish to terminate this Agreement, you must notify us in writing. You will remain responsible for transactions that occurred prior to the termination, and for transactions made using Cards issued hereunder whether such transactions occurred prior to or after the termination. If the Agreement is terminated, all Cards must be returned to us immediately.

## **GOVERNING LAW**

This Agreement and all transactions effected pursuant to the Card shall be governed by the laws of the State of New Hampshire and applicable Federal laws and regulations.

**IMPORTANT:** By signing below, you are solely responsible for the actions of your Cardholders. You are liable for, and agree that we may charge the Account for, the amount of each transaction in which a Card issued to you is used, whether or not you have authorized its use. You agree to provide a copy of this Agreement to each Cardholder. You agree to indemnify us and hold us harmless from any and all losses, liabilities, claims from any party, damages, and expenses (including legal fees and expenses) arising from or relating to the issuance of any Card or the use of any Card by a Cardholder or any other person, subject to the provisions on zero liability set forth in this Agreement.

## Debit Business Card Features

- Authorized representative of business must request card(s) and can designate up to five (5) cardholder(s) per business checking account
- Cardholder must be an authorized signer on account.
- You are responsible for all transactions arising by any use of the card(s). PIN's must be kept confidential
- Purchases are automatically deducted from the business checking account. Transaction details will show on your monthly account statement
- ATM withdrawal limit of \$1000.00 per card each calendar day
- POS (merchant) limit of \$2500.00 per card each calendar day
- Must notify bank of any loss/theft or unauthorized use
- Cannot do a stop payment on any transaction initiated with a card
- Business debit cards are not covered by consumer law for unauthorized use. Review business liability section in agreement
- **Should an employee with a debit card leave employment of the business, the card must be immediately destroyed and the bank promptly notified.**