



# BUSINESS DEBIT CARD APPLICATION

## BUSINESS INFORMATION

Primary Business Checking Account #:		Phone Number:	
Business Name (Please print name as it should appear on card—maximum 25 characters):			Business Tax ID Number:
Business Mailing Address:	City:	State:	ZIP:

## PHONE NUMBER

Business Owner/Principal:	SSN:	Date of Birth:	
Address:	City:	State:	ZIP:
Business Owner/Principal:	SSN:	Date of Birth:	
Address:	City:	State:	ZIP:
Business Owner/Principal:	SSN:	Date of Birth:	
Address:	City:	State:	ZIP:

## INDIVIDUAL CARD USERS

CARDHOLDER	ALLOW ATM ACCESS?
Name:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name:	<input type="checkbox"/> Yes <input type="checkbox"/> No

## SIGNATURE(S)

This information is given to obtain the Southside Bank Business Debit Card and is true and complete. I/We agree to the terms and conditions of the Business Debit Card Terms and Conditions. I/We, the account holders, can add or delete names from the card user list at any time by notifying Southside Bank; Southside Bank will require a reasonable amount of time to implement any changes. Card users have access to all of the features of the business card—card users may withdraw and transfer funds and get information about accounts. Southside Bank is authorized to make all inquiries it deems necessary to verify the accuracy of the statements herein made and to further determine the undersigned's credit standing.

Business Owner/Principal: _____	Date: _____	<b>FOR BANK USE</b> Signature Verified by: _____
Business Owner/Principal: _____	Date: _____	Signature Verified by: _____
Business Owner/Principal: _____	Date: _____	Signature Verified by: _____

### Scan to Debit Card Dept.

FOR BANK USE ONLY		
CSR/ID # _____	BRANCH: _____	APP: _____
BK: _____	SET UP _____	DATE: _____

## Southside Bank Business Debit Card Agreement

This Agreement governs the business debit card program ("the program") offered by Southside Bank. Under this program, Southside Bank MasterCard Business Debit ("Card" or "Cards") and associated Personal Identification Numbers ("PINs") are available for Customer conforming use such as performing transactions of business related expenses and services or the making of business-related cash withdrawals. The words "we", "our", and "us" will mean Southside Bank. The words "you" and "your" mean the person(s) and entities who are liable under this Agreement either as the "Customer" (the sole proprietor, partnership, limited liability company, corporation or other entity as described in the application) or as cosigners or guarantors or Customer's obligations under this Agreement. Each Card, which is issued at the request of Customer, will bear the name of Customer as well as the name of the employee or person ("the cardholder") who is authorized by you to use the Card. Each Cardholder must sign their Card prior to its first use. The word "use" shall include any presentation of the Card or disclosure of its associated card number or PIN in any manner, which permits any person to purchase goods and services or to obtain cash.

### ACCOUNT OBLIGATIONS:

You will be responsible for the payment of all transactions arising from the use of any Card issued at your request. By using this program, you consent to be bound by the terms of this Agreement, all applicable state and federal laws and regulations, MasterCard rules and regulations and normal banking customs and practices. This Agreement is subject to the provisions of your business account agreement(s) governing your Accounts and Account opening resolution with us (such accounts and resolutions are incorporated by reference here in and made a part of this Agreement). If there is a conflict between something which is said by one of our employees and any of these documents, the terms of this Agreement shall govern. Use of your Southside Bank Business Debit card verifies your acceptance of the terms and conditions contained in this Agreement.

### BUSINESS USE OF CARDS:

You agree and warrant to us that all Cards issued at Customer's request shall be used solely for business and commercial purposes in connection with your business operations. No consumer use of any Card shall be permitted under any circumstances. You agree to issue appropriate instructions and guidelines in this regard to all Cardholders who are authorized by you to use any Card. Customer shall solely be responsible for insuring that all Cards are used for business and commercial purposes and Southside Bank will not be liable for any misuse of such card by a cardholder. A violation of this restriction on the use of any Card shall be immediate grounds for termination of this Agreement.

### LIABILITY:

YOU ACKNOWLEDGE AND UNDERSTAND THAT ANY CARD ISSUED UNDER THIS PROGRAM WILL NOT BE TREATED AS A CONSUMER CARD UNDER THE PROVISIONS OF STATE AND FEDERAL LAW. YOU WILL NOT HAVE THE BENEFIT OF ANY LIMITATION OF LIABILITY WITH RESPECT TO THE UNAUTHORIZED USE OF A CARD. YOU ACCEPT AND AGREE TO UNDERTAKE THE ADDITIONAL RISK ASSOCIATED WITH THE USE OF BUSINESS PURPOSE CARDS AND AGREE TO ASSUME THE GREATER MEASURE OF LIABILITY DESCRIBED IN THIS AGREEMENT.

### LIMITATION OF LIABILITY:

We will be liable only for our own gross negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connection with (1) any inaccuracy, act or failure to act on the part of any person not within our reasonable control or (2) any error, failure or delay in execution of any Transfer resulting from circumstances beyond our reasonable control, including but not limited to any inoperability of communications facilities or other technological failure. Provided we have complied with our obligations under this Agreement, you agree to indemnify, defend and hold us harmless against any claim of a third party arising from or in connection with this Agreement or the service we provide hereunder. In no event will we be liable for any consequential, incidental, special or indirect losses, damages, including dishonor of checks or other items or expenses (including counsel fees), which you may incur or suffer by reason of this Agreement or the services we provide hereunder, whether or not the possibility or likelihood of such loss, damage or expense is known to us.

### CARDHOLDERS:

Only those persons designated by you as Cardholders shall be authorized to use a Card. We will issue a Card which bears Customer's name as well as the name of the Cardholder. You may cancel the authorized or permitted use of a Card only by notifying us in writing or by returning the Card to us. Until these two conditions are satisfied, we can continue to honor Card transactions, and you will be liable for these transactions.

### CARD FUNCTIONS:

A Card may be used to purchase goods and services for business purposes at any location where MasterCard Debit Cards are honored. A Card may also be used to obtain cash at MasterCard Debit locations and designated ATMs. A Card may not be used for non-business purposes. A Card may be used to obtain cash only if the funds are to be used to pay for business-related expenses or services. Prior to its use, each Card must be signed by the Cardholder who has been authorized by Customer to use the Card. We are not responsible for the refusal of any merchant or ATM or mechanical device to accept or honor a Card.

### ATM ACCESS:

We will issue a PIN for use with each Card. This will enable the Cardholder to obtain cash at participating ATMs. The number and amount of transactions, which can be made in one day through ATMs, will be restricted in accordance with our current security procedures. The PIN must be kept in confidence by you and by the Cardholder. You agree to take all necessary steps and institute all appropriate precautions to protect and maintain the secrecy and security of each PIN. You further agree to instruct each Cardholder concerning the proper business use of each Card and the appropriate procedures, which must be followed to maintain confidentiality and security of each Card and its associated PIN. If you or the Cardholder authorizes someone to use a Card and associated PIN, you will be liable for all transactions and cash withdrawals which may result. All ATM transactions performed with your Card are subject to a cutoff time for processing ATM transactions and any ATM transaction after the cutoff time, which is established from time to time by the owner or operator for the ATM, will be posted to your Card account on the following business day.

### LIMITATIONS ON FREQUENCY AND AMOUNTS:

- You may make 40 cash withdrawals from ATMs per day.
- You may withdraw up to a maximum of \$500 (if there are sufficient funds in your account) per day.
- POS transactions are restricted to checking accounts only.
- You may make 40 POS transactions per day.
- You may purchase up to a maximum of \$1500 worth of goods and services per day, exclusive of ATM withdrawals.
- You may assign a lower individual limitation to each Authorized User.

### FEES AND CHARGES:

- There is no charge for ATM withdrawals at machines owned by us.
- There is a \$1 charge for each ATM withdrawal at machines we do not own.
- There is no charge for ATM deposits at machines owned by us.
- There is a Replacement Card Fee of \$5 per card.
- Monthly Service Fee for non-usage is \$1.
- \$1 per additional card over 5.
- International Transaction Fee: There is a 1% International Transaction Fee for all transactions where the merchant country differs from the United States.

### RETURNED MERCHANDISE:

If a Cardholder subsequently returns merchandise or requests credit for services purchased with the Card, the merchant will furnish the Cardholder with a credit slip or receipt. You must save this credit slip or receipt and compare with your monthly statement. We will not process any credit item to your Card Account without a proper credit issued by the merchant. When a credit item has been processed and credited to your account, we will not refund any finance charges or other charges, which may have accrued against your Card, or account because of the initial debit to your account.

### LODGING RESERVATIONS:

If a Cardholder cancels any lodging reservation made using the Card, the Cardholder must obtain a cancellation number. Southside Bank will give no credit for cancellation until it is in receipt of the cancellation number.

### UNAUTHORIZED USE:

If a Card and/or its associated PIN is lost, stolen or used in an unauthorized manner, you agree to notify us immediately of this event by the most direct method available (888.567.3043) and to promptly confirm such notice in writing. Mailed confirmation of lost or stolen cards should be sent to: Debit Card Security Department, PO Box 1079, Tyler, Texas 75710. You will continue to be liable for all transactions accomplished with the use of the Card and/or its associated PIN until 8 am Eastern Time on the first business day following the day on which we receive written notice. We will not be liable for consequential damages arising from the unauthorized use of the Card.

### BUSINESS DAYS:

Our business days are Monday through Friday. Federal holidays are not included. Funds deposited in the Bank's ATM after 4 pm. on a business day that the Bank is open, or on a day that the Bank is not open, will be credited to your account on the next business day that the Bank is open.

### DUTY TO EXAMINE STATEMENT:

You are responsible for the review of your statement and you must contact us in writing within fourteen (14) days after receipt of your monthly statement should you wish to dispute any charges reflected on such statement. Failure to notify us within such time shall conclusively establish that the statement is correct and that the full amount owed under such statement is a valid obligation under the terms of this Agreement.

**ERROR RESOLUTION PROCEDURE:**

If you notify us of an error or discrepancy in your periodic account statement with the time limitation described above, we will investigate the matter and notify you of the results of our investigation as soon as we have been able to obtain and verify all relevant information in accordance with the prevailing operating rules of MasterCard. We will have no obligation to credit your account for the amount of any erroneous or unauthorized transaction unless caused by our negligence. If we determine that no error or unauthorized use has occurred, you may request us to mail copies to you of the document or information on which we relied in making our determination.

**REPRESENTATIONS AND WARRANTIES:**

You represent and warrant to us as follows: Cards issued to Cardholders under this program and the associated Card numbers and PINS will be used to purchase goods and services or to obtain cash exclusively for business purposes and only in strict compliance with the conditions and terms provided in this Agreement. All financial and other information which you provide to us from time to time is, and will continue to be, true and accurate. You will inform us promptly in writing of any material changes in this information or your financial condition. You will notify us in writing of any intended change of your name, use of any trade name and the effective date of such change.

**TERMINATION:**

You may terminate this Agreement at any time by providing us with written notice or by returning the issued Cards. We have the right to terminate this Agreement or cancel any of the Cards at any time without notice. In the event this Agreement is terminated for any reason, you must still pay any present or future transactions resulting from the use of any Card or associated Card number or PIN. All Cards will remain our property and must immediately be surrendered to us at such time as this Agreement is terminated or any Card is cancelled.

**NOTICES:**

We may provide notice to you under this Agreement by mailing the notice to the address listed in our records.

**CHANGE OF TERMS:**

We may change, amend, add to or delete any term or part of this Agreement, including the amount of any fees or charges. We can make these changes at any time by including a message on or with your periodic account statement. The change will be effective upon the date of the notice unless otherwise provided. If under applicable law any such change requires your approval, your use of the program or the use of any Card on or after the date you receive the notice means that you accept and agree to the change.

**DAMAGES AND ATTORNEY'S FEES:**

You will be liable for any loss or damages resulting from your breach of this Agreement or to which your negligence contributed. You will also be liable for any loss or damages resulting from unauthorized, fraudulent or dishonest acts by any Cardholder or any of your current or former authorized representatives. If we undertake collection or legal action to enforce our remedies under the terms of this Agreement, you agree to pay our attorney's fees, expenses and litigation costs to the extent permitted by law.

**DELAY IN ENFORCEMENT:**

If we delay enforcing any of our rights under this Agreement, we will not lose those rights.

**FORCE MAJEURE:**

We will not be liable for our inability to perform our obligations under this Agreement when such inability arises out of causes beyond our control, including, without limitation, any act of God, accident, equipment failure, system failure, labor dispute or the failure of any third party to provide any electronic or telecommunications service used in connection with the acceptance and processing of Card items.

**GOVERNING LAW:**

This Agreement will be governed by the laws of Texas and applicable federal laws. If any provision of this agreement cannot be legally enforced, it will be considered changed, or deleted, if appropriate, to the extent necessary to comply with applicable laws. You consent to the jurisdiction and venue necessary to comply with applicable laws. You consent to the jurisdiction and venue of any court located in the State of Texas if we are requested to bring any legal proceeding pertaining to this Agreement. If any part of the Agreement becomes unenforceable, it will not make any other part unenforceable.

Southside Bank  
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