



## BUSINESS DEBIT CARD AGREEMENT

This Business Cardholder Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Guaranty Bank & Trust Co. of Delhi (“Bank”) and the company whose name appears on the signatory page hereof (“Company”).

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

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

**NOW, THEREFORE**, the parties agree as follows:

### SPECIAL BUSINESS ACCOUNT PROVISIONS

The following terms and provisions are applicable only to business accounts and to Cards used in connection therewith primarily for non-consumer, business purposes. Such terms and provisions do not apply to Cards used or accounts established primarily for personal, family, or household uses. In the event that the following terms and provisions conflict or are inconsistent with any of the other terms and provisions of this Agreement, the following terms and provisions shall govern and control the conflict or inconsistency with respect to business accounts and Cards used in connection therewith primarily for non-consumer, business purposes.

**1. Liability and Promise to Pay.** Company agrees to be unconditionally and without limitation liable for all debits effectuated by use of the Cards, whether authorized or unauthorized, whether utilized by Employees, or some other person, and whether arising from Cards lost or stolen. All Employees who are granted use of the Cards shall be deemed third party beneficiaries of the accommodation extended hereunder and of the terms and conditions of this Agreement. Accordingly, such Employees shall be jointly and severally liable with Company for any debits effectuated under the Card issued to the respective Employee, whether authorized or unauthorized, and whether arising from lost or stolen Cards.

**2. Mailings; Unauthorized Use.** You agree that we may send confidential mailings, including (without limitation) Visa Debit Cards, to the current address shown in our records for your primary checking account, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at your place of business. In addition to any other security precautions set forth in this Agreement, you agree to: (a) keep your Card and PIN secure and strictly confidential, providing it only to authorized signers on your account(s) or other trusted employees, agents, and/or persons whom you want to act as your representative to access your account(s); (b) instruct each person to whom you give your Card and/or PIN that he or she is not to disclose it to any unauthorized person; and (c) immediately notify us at the telephone number provided in this Agreement if you believe your Card and/or PIN may have been obtained by an unauthorized person or if you believe that your Card or account has been or may be subject to fraudulent or unauthorized use. By using the Card (or permitting others to use the Card) you acknowledge and agree that this Agreement and any other related agreements with us set forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by any transactions performed using the Card, whether authorized or unauthorized, and we shall have no liability to you for any unauthorized transaction or inquiry made using your Card. Notwithstanding the foregoing, we will extend to you the benefits of the processing network zero liability policy, if any, that is in effect at the time of any fraudulent or unauthorized use for the network responsible for processing your Card transactions, according to the terms and conditions of such policy. In the event that no zero-liability policy applies, other provisions of this section regarding fraudulent or unauthorized use of the Card will apply.

**3. Examining Records and Reporting Discrepancies.** You agree to examine your periodic account statements and Terminal receipts promptly and to notify us immediately of any discrepancy between the statements or receipts and your other account records. You may notify us of discrepancies at the telephone number and address provided

in this Agreement. To the fullest extent permitted by law, you agree that in no event will we be liable to you under this Agreement, or in performing or failing to perform, or in erroneously performing, the transactions contemplated by this Agreement, for special, indirect or consequential damages, including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages, or for any other damages whatsoever, notwithstanding any other provisions of this Agreement to the contrary.

**4. Consumer Protection Inapplicable.** You acknowledge, represent and warrant that all accounts that can be accessed under this Agreement are not accounts established primarily for personal, family or household purposes and that your use of the Card is not primarily for personal, family or household purposes. Accordingly, the provisions of the Electronic Fund Transfer Act, as amended (15 U.S.C. 1693 et seq.), Consumer Financial Protection Bureau Regulation E, as amended (12 C.F.R. 1005), and any other laws or regulations intended for the protection of or governance of transactions involving consumers or consumer accounts do not apply to any transactions involving accounts subject to this Agreement.

**5. Limitations and Restrictions; Disclosure of Account Information.** You agree that we, in our discretion, may from time to time impose limitations and restrictions on the number, frequency, and dollar amount of Card transactions, as well as restrictions on the types of available transactions, with or without notice to you. In addition, you agree to comply with any limitations or restrictions that otherwise apply to your account(s). You agree that we may disclose any information about your Card and/or account(s) to third parties as we deem necessary or convenient for the processing of Card transactions.

**6. Lost or Stolen Cards.** In the event of a lost/stolen Card, either the Company or Employee can notify bank by calling any bank branch or by calling processor line at **(800) 383-8000**. In the event of unauthorized use or fraud, Bank should be notified by calling **(318) 878-3703** or **writing to the Bank at P. O. Box 8, 120 Oak Street, Delhi, LA 71232**.

**8. Governing Law.** If any provision of the Agreement is determined to be unlawful or unenforceable for any reason, the remainder of the Agreement will remain enforceable. This Agreement and all transactions hereunder shall be construed as contracts subject federal law and the laws of the State of Louisiana.

**9. Collection of Costs.** If Bank hires an attorney to assist in collecting any amount due hereunder, or to enforce any right or remedy, hereunder, Company agrees to pay Bank's reasonable attorney's fees and expenses, and any other permitted by law.

**10. Foreign Transactions (VISA).** A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of US military bases, U.S. territories, U.S. embassies or U.S. consulates. Purchases and cash withdrawals made in foreign countries will be debited from your account in U.S. dollars. The exchange rate between the transactions currency and the billing currency used for processing international transactions is a rate selected by VISA from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date. Bank may impose an additional fee to cover any cost passed to it by VISA for processing foreign charges. **The Bank reserves the right to block any and all foreign countries so that NO transactions are originated or completed in said countries due to excessive fraud activity. These blocks may be placed at any time and last for any duration the bank deems appropriate to protect all parties from financial loss. Any exceptions to these types of foreign blocks would be granted on a case-by-case basis and Company would be fully liable for any fraudulent activity that results.**

**11. Issuance of Cards.** Bank will issue Cards in the name of the Company and in the names of the Employees as designated in the Agreement. Usage of the Cards will be limited to debits only with a maximum of 10 debits per day. No electronic (ATM) deposits may be made using the Cards. All Cards must be signed immediately upon

