

Business Check Card Application
(For business purposes only)

Business Name _____
☐ Corporation ☐ For Profit ☐ Not for Profit Partnership ☐ Limited Liability Co.
☐ Sole Proprietorship ☐ Other _____

Checking Account No. _____ Number of Cards Requested _____

Indicate below the names of the persons you wish to have a Business Check Card issued to. The Cards and PINS will be mailed to the regular mailing address we have on record for the Business Name referenced above. Unless otherwise indicated, the cash withdrawal limits will default to \$305 per day, the purchasing limit will default to \$1,200 per day. If the ATM or merchant are offline at the time of the transaction, the cash withdrawal limit will be \$305 per day, the purchasing limit will be \$1,000 per day regardless of any limits indicated below.

Names of Cardholders:

Name _____ **BANK**
USE – CARD # _____

Cash Withdrawal Limit _____ Purchasing Limit \$ _____

Name _____ **BANK**
USE – CARD # _____

Cash Withdrawal Limit _____ Purchasing Limit \$ _____

Name _____ **BANK**
USE – CARD # _____

Cash Withdrawal Limit _____ Purchasing Limit \$ _____

Name _____ **BANK**
USE – CARD # _____

Cash Withdrawal Limit _____ Purchasing Limit \$ _____

Signatures: By signing below, you are requesting the Business Check Card and associated services for the above named persons. You agree to the terms and conditions of the Business Check Card Agreement on the reverse side of this Application, including any fees and charges. You further agree that the information contained in this Application is accurate. You authorize us to verify your creditworthiness and employment history, as an individual, through any necessary means, including having a consumer credit reporting agency run a consumer credit report on you. **I acknowledge that I have read, understand and agree to abide by the disclosure for Business Check Card Agreement Terms & Conditions on the back of this Application.**

Signature & Title

Date

Signature & Title

Date

Signature & Title

Date

FOR BRANCH USE ONLY

☐ Approved ☐ Declined By _____ Disclosure Given Date: _____

Data Input Employee: _____ Cards Ordered Date: _____

*Attach Premier printout showing account ownership and authorized signers

Comments: _____

Business Check Card Agreement Terms & Conditions

Introduction: This Business Check Card Agreement ("Agreement") contains contract terms and other important information relating to your Business Check Card ("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 of Maryland as well as applicable federal laws and regulations. Normal banking customs and practices also apply.

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 this 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 purpose point-of-sale and Automated Teller Machine (ATM) transactions only. 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 personal 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 without written consent. 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 Procedure: The Card allows Cardholders to directly access the business checking account specified in your Card Application. We will issue Cards and codes to you at your request. Each Card will identify your business as well as each Cardholder. Each Cardholder must sign their Card before it may be used. As a security procedure, you agree to require both a Card and a code to be used together to obtain cash at designated ATMs. You may use your Card to purchase goods or pay for services without a code. Once a Card has been issued it cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder's rights and to promptly return the Card to us.

Termination and Amendments:

_ We may terminate this Agreement by written notice to you.

_ You may terminate this Agreement by written notice to us.

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 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 will 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.

Stop Payment: Only stop-payment requests from you or the Cardholder who authorized the transaction will be honored. However, because Card transactions are often processed immediately, stopping or amending payment is difficult and we cannot ensure that any request you make will be effective. Stop Payment orders on cash withdrawals will not be honored. In order to be effective, we must receive your request in time to give us a reasonable opportunity to act. Your request must precisely identify the transaction by date, time, location and dollar amount. Only you may release a stop-payment request. All Bank fees to process a Stop Payment order will apply.

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal Agency that administers compliance with this law concerning this credit is: Comptroller of the Currency, Consumer Assistance Group, 1301 McKinney St., Suite 3450, Houston, TX 77010-9050.

NOTHING CONTAINED HEREIN, AND NO PRIOR OR SUBSEQUENT COMMUNICATION FROM THE BANK TO APPLICANT, WHETHER WRITTEN OR VERBAL, SHALL BE DEEMED OR CONSTRUED TO CONSTITUTE OR IMPLY A COMMITMENT OR OFFER BY BANK TO APPROVE THE CHECK CARD APPLICATION. IF YOUR APPLICATION FOR THE BUSINESS DEBIT CARD IS DENIED, YOU HAVE THE RIGHT TO A WRITTEN STATEMENT OF THE SPECIFIC REASONS FOR THE DENIAL. TO OBTAIN THE STATEMENT, PLEASE SEND A LETTER TO LOAN OPERATIONS MANAGER AT CAPITAL BANK, ONE CHURCH ST. ROCKVILLE, MD 20850 OR CALL AT (301) 468-8848 WITHIN 60 DAYS FROM THE DATE YOU ARE NOTIFIED OF OUR DECISION. WE WILL SEND YOU A WRITTEN STATEMENT OF REASONS FOR THE DENIAL WITHIN 30 DAYS OF RECEIVING YOUR REQUEST FOR THE STATEMENT.