

be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION

Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using one of our ATM terminals.

Retain Copies for Your Records. You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record (but not while at a terminal). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

Periodic Statements. You will get a monthly account statement from us for your checking account that will also include a record of transactions made using your Card.

LIMITATIONS ON OUR LIABILITY

We will not be liable if:

- you do not have enough money in your account to make the transfer.
- you have an overdraft line and the transfer would cause you to exceed your credit limit.
- an ATM does not have sufficient cash.
- circumstances beyond our control (such as fire or flood) prevent the transfer.
- a merchant refuses to accept your Card.
- an ATM rejects your Card.
- if the funds are subject to legal process or other encumbrance restricting such transfer.

There may be other limitations on our liability.

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 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 business purpose cards as described in this Agreement. You agree to indemnify, defend and hold Bank harmless against any claim of a 3rd party arising in connection with this agreement or the service the Bank provides hereunder.

Your Liability for Unauthorized Transfers. 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 procedures 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. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If your Card and/or PIN are 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 2 business days after the day we receive such written notice. If you do not notify us within 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.

If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (518) 963-4201 extensions 206 or 110.

To report a lost or stolen Debit Business Card, you may also call toll-free (866)-546-8273 **after business hours.**

Consequential Damages. We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

ERROR RESOLUTION NOTICE

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 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 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 within 14 days from when the statement was first mailed or made available to you that we will not be required to pay dividends or interest on any refund to which you may be entitled. We will only recredit your account for errors or problems as required by law. Call or write us immediately with errors or questions about

your electronic transfers at the telephone number or address listed in this brochure. If you tell us orally, we may require your complaint or question in writing within 14 business days. 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.

For problem resolution call or write:

**Champlain National Bank
3900 NYS Rte 22, PO Box 130
Willsboro, NY 12996-0130
(518) 963-4201**

**Our Business Days Are Monday Through
Friday – Holidays Not Included.
Hours: 9:00 a.m. – 5:00 p.m.**

Debit Business Card Rules and Regulations

By use of the Card and PIN, Customer(s) agree to abide by the following rules and regulations.

1. The Card is and shall remain the property of the Bank and may be cancelled at any time with or without cause or with or without notice. An expired or revoked card must be surrendered immediately upon demand by the Bank.

2. The Bank is authorized to debit or credit the applicable accounts, which now stand in the name of Customer and which shall be maintained by Customer at all times with sufficient balances to cover all withdrawals according to transactions selected by Customer through use of the Card.

3. Some of the applicable accounts and respective transactions may not be available to all ATM or POS machines.

4. Overdrafts are not permitted, unless the customer has an existing agreement with the Bank to cover overdrafts with their existing overdraft protection. Otherwise, Bank retains the right to debit any of the customer's accounts for the amount of such overdraft plus an overdraft fee for each such overdraft incurred by the Customer from the use of the Card.

5. Bank herewith has provided to Customer all required documentation as outlined by the Laws of the State of New York or Federal Law when applicable.

6. These rules and regulations supplement all other agreements between Customer and the Bank, which may govern the Customer's account with the Bank.

7. Upon default by Customer in the performance of the obligations contained in this Agreement or any other obligations to the Bank or in the event of death, assignment for the benefit of creditors or the commencement by or against Customer of bankruptcy proceedings, the Bank may immediately terminate this Agreement and all sums withdrawn by Customer hereunder shall be deducted from the applicable accounts or if said accounts are insufficient, then from any other accounts, deposits or property of Customer in the hands of the Bank.

8. Except in the case of gross negligence or willful misconduct on the part of the Bank, Bank shall not be responsible or liable for any loss or any damage or other harm which may result from any use or misuse by any person of the Card or PIN or from any mechanical or operational failure of any equipment through which the Services are performed and Customer waives all claims and releases Bank from all responsibility and liability therefore.

9. The Card must be utilized at least semi-annually to retain an active status. Cards not used for more than six months may be cancelled by the Bank without notice.

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine ("ATM") or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

(1) Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.

(2) Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.

(3) Compare your records with the account statements you receive.

(4) Don't lend your ATM card to anyone.

(5) Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.

(6) If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.

(7) Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.

(8) Prevent others from seeing you enter your PIN by using your body to shield their view.

(9) Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.

(10) When you make a transaction, be alert to your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM or night deposit facility.

(11) If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.

(12) Please be sure to close any entry door completely upon entering and exiting the ATM or night depository facility. Do not permit any unknown persons to enter the facility after regular banking hours.

(13) Don't display your cash; place withdrawn cash securely upon your person before exiting the ATM. Count the cash later when you are in the safety of your own car, home, or other secure surrounding.

(14) At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.

(15) We want the ATM and night deposit facility to be safe and convenient for you. The activity of the automated teller machine facility may be recorded by a surveillance camera or cameras. Please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please use the nearest available public telephone to call the police if emergency assistance is needed. Direct complaints concerning ATM facility security to our security department at **(518) 963-4201**.

DEBIT BUSINESSCARD

 **Champlain National Bank**
Small Bank. Big Ideas.
www.champlainbank.com

REQUEST FOR DEBIT BUSINESSCARD

BUSINESS INFORMATION (please print)

Business/Organization Name:	
Business Address:	Business Phone:
City:	Tax Identification #:
State, Zip Code:	Business Checking Account #:

CARDHOLDER INFORMATION (please print)

The following individual(s) is/are authorized to access the above checking account through the use of a Champlain National Bank Debit Business Card. *Note: Limit amounts are only required if other than our standard limits - \$500 ATM, \$2,000 POS. See Debit Business Card Agreement Terms and Conditions for additional details.*

Cardholder's Name	ATM Limit (Cash Withdrawals)	POS Limit (Purchase)
Cardholder #1	\$	\$
Cardholder #2	\$	\$
Cardholder #3	\$	\$
Cardholder #4	\$	\$
Cardholder #5	\$	\$

SIGNATURE

Authorizations: By signing below you are applying for the Champlain National Bank Debit Business Card. You understand this debit card is not a credit card and that the dollar amount of the purchases made with this card will be deducted from your Champlain National Bank business checking account. You further affirm that the information contained in this application is accurate. You authorize Champlain National Bank to verify information provided above and to request a credit report, if deemed necessary by the Bank. The Champlain National Bank Debit Business Card is available for qualified clients meeting the Bank's approval guidelines. You agree to be bound by the terms and conditions for the Debit Business Card as set by Champlain National Bank.

Changes in Authorized Users: Champlain National Bank Debit Business Cards are issued for use by an assigned individual authorized by the company or organization. You agree to obtain the card from the assigned individual and notify us in writing if the individual is no longer authorized to use the card. The company or organization shall be liable for any authorized or unauthorized use of the card by officers, employees, agents and affiliates of the company or organization. Notification shall be made by a person(s) who is/are duly authorized to act on behalf of the organization. I agree to be bound by the terms and conditions covered in the Debit Business Card Agreement.

SIGNATURE OF AUTHORIZED

SIGNER ON ABOVE ACCOUNT: _____ Date: _____

Mail your signed application to: EFT Operations, Champlain National Bank, P.O. Box 130, Willsboro, NY 12996-0130

BANK USE ONLY:		Branch:	Date Approved:	Approved By:			
Champlain 298-4114	Crown Point 597-3322	Elizabethtown 873-6347	Keene 576-9515	Lake Placid 523-7070	Plattsburgh 562-1785/561-6000	Westport 962-8216	Willsboro 963-4201

Debit Business Card Agreement Terms and Conditions

Introduction. This Debit Business Card Agreement ("Agreement") contains contract terms and other important information relating to your Debit Business 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.

Governing Law. Conflict with Applicable Law. This Cardholder Agreement will be construed in accordance with the laws of New York State. In the event of any conflict between provisions of the Cardholder Agreement and any applicable law or regulation, the provisions of this Cardholder Agreement shall be deemed modified in the extent, and only to the extent, required to comply with such law or regulation.

Applicable Law. This Agreement and the rights and responsibilities of the parties, will be governed by the laws of the State of New York as well as 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 the 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 consumer purposes. We assume all transactions are for business purposes. We do not monitor transactions to determine their purpose.

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 our 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 Procedures. The Card allows Cardholders to directly access the business checking account specified in your Card Application. We will issue Cards and PINs to you at your request. Each Card will identify your business as well as the Cardholder.

You agree to the following security procedures. Each Cardholder must sign their Card before it may be used. You agree to require both a Card and PIN to be used together to obtain cash at designated ATMs. However, you may use your Card to purchase goods or pay for services without a PIN. 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. You agree to provide written instructions to all Cardholders about the importance of protecting the Card and PIN. You agree to examine your receipts and periodic statements in a timely manner. You agree that the dollar/frequency limits assigned to each Cardholder will also act as a security procedure.

Termination and Amendments.

- We may terminate this Agreement at any time without notice to you.
- You may terminate this Agreement by written notice to the institution and no longer using your Card and PIN.
- By returning issued cards to any of our branch offices.
- By closing your designated business checking account.

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 an 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. Your overdraft protection feature will be documented on a separate agreement. You should become familiar with that document as some of the terms, such as your liability for unauthorized transfers initiated with your Card, may vary from the terms of this Agreement.

Stop Payment. Unless otherwise provided in this agreement, you may not stop payment of electronic fund transfers. Therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

TYPES OF TRANSACTIONS

Below are the types of transactions your Card will accommodate.

ATM Transfers. You may access your account by ATM using your Card and PIN to:

- get cash withdrawals from your checking account.
- you may withdraw no more than \$ 500.00 per calendar day, per banking card up to your available limit and available balance.
- get information about account balances.

Some of these services may not be available at all terminals.

Point-of-Sale Transactions/Purchases. You may access your checking account with your Card to purchase goods (in person, by phone, or through Internet), pay for services/purchases (in person, by phone, or through Internet), get cash from a merchant, if the merchant permits, or from a participating financial institution.

Using your Card and/or PIN:

- you may not exceed \$2,000.00 in transactions per calendar day, per card up to your available limit and available balance.

Your Option to Limit Cash Withdrawals. In addition to dollar amount limitations for withdrawals using your Card and/or PIN that we may establish, you have the option to limit the amount of cash that can be withdrawn by your Card and/or PIN to \$ 500.00 per day or to some other amount acceptable to us.

You may access your account using the Champlain National Bank Debit Business Card at any Champlain National Bank ATM location. You also have access to cash at hundreds of ATMS in the NYCE® and PLUS® networks.

You can choose access rights and limits on your Debit Business Card to control employee access. You may have up to five cards with a different accessibility on each card.

Currency Conversion. If you effect a transaction with your Card in a currency other than US dollars, MasterCard® International Incorporated will convert the charge into a US dollar amount. MasterCard® International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the conversion rate used by MasterCard® International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard® International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard® International. The currency conversion rate used by MasterCard® International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

Advisory Against Illegal Use. You agree not to use your Card for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an on-line merchant, does not necessarily mean that transactions are lawful in all jurisdictions in which the Cardholder may be located.

FEES

- We charge \$5.00 to replace a lost or stolen Card.
- We charge \$2.00 for each transaction completed at ATMS we do not own and operate.

Please refer to the Business Fee Schedule for additional information on fees.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may