

Visa® Business Debit Card and ATM Card Cardholder Agreement

In this Firsttrust Bank Visa Business Debit Card and ATM Cardholder Agreement (“Agreement”), the words “you” and “your” mean the individual or individuals who have been issued a Firsttrust Bank Visa Debit Card or Firsttrust ATM Card (singularly and/or collectively the “Card”) and the business customer whose deposit account(s) is accessed by the Card. “We”, “our” and “us” mean Firsttrust Bank. The word “Card” means the access device that we issue to you to enable you to effect various transactions by means of electronic funds transfers with respect to your designated checking and savings deposit accounts under this Agreement. The terms and conditions of this Agreement apply to all Cards issued to you by us and all transactions in which you use a Card. Upon receipt of a Card, you must sign the signature panel. Once a Card has been issued, it cannot be transferred to another person. In consideration of us issuing you a Card, you agree to be legally bound by the terms and conditions of this Agreement, as it may be amended from time to time.

1. Automated Teller Machine (ATM) Services

You have accounts with us as set forth on the application form you submitted to us or otherwise made available to you by us. You understand that you may use your ATM Card or Visa Debit Card (Card(s)) at an ATM to (1) withdraw cash from your accounts, (2) make or arrange for deposit in your accounts, (3) effect transfers to or from your accounts, (4) receive information regarding the balance of your account(s), (5) perform such other transactions as we may expressly authorize. You understand that you may also make certain payments only at our ATMs. You may deliver cash, checks, drafts and similar items at ATM locations which accept deposits for transmission to us for deposit to your accounts. Not all ATMs, however, accept deposits. Some ATMs that do accept deposits may only provide access to the account(s) that you have designated as your primary checking and/or savings account. You may also use ATMs throughout the United States bearing the STARSM or PLUS[®] system name logo and in certain foreign countries which bear the PLUS system name logo to: (1) make withdrawals from, (2) effect transfers to or from, or (3) receive information regarding the balance in your checking or savings account(s) designated as the primary account of such type on your application form. There may be some limitations on transactions available at ATMs in foreign countries.

You may use the Card(s) to purchase goods and services (“Purchase”) at any retail establishment (“Merchant”) where such Merchant accepts ATM Card(s) (i.e. STAR). If you use the Card(s) to make a Purchase or obtain cash, if permitted by Merchant, you shall be requesting us to withdraw funds in the amount of such Purchase (including any cash received from the Merchant) from your primary checking account designated on your application form and directing or ordering us to pay such funds to the Merchant. You will be requested to use your Personal Identification Number (“PIN”) for these transactions.

2. Our Visa Debit Card Services

You further understand that you may use only the Visa Debit Card to purchase goods and services where such Merchant accepts Visa Debit cards. We may place a hold on the funds available in your primary checking account and any available overdraft protection account and/or discretionary Overdraft Privilege limit that may be necessary to cover the transaction. The hold will be in the amount of the transaction request that has been submitted by the Visa Merchant for authorization. These funds will not be available for withdrawal from your primary checking account in cash, for payment of checks that you have written on your checking account, or for any other use during the period that the hold is in effect. For transactions performed in the United States, it will normally take up to five (5) calendar days after the transaction is conducted to settle the transaction through Visa and post the transaction to your account. For transactions performed outside of the United States, it will normally take up to ten (10) calendar days after the transaction is conducted to settle the transaction through Visa and post the transaction to your account; however, a longer period may be required.

If the location accepts both Visa Debit cards and ATM Cards, the purchase transaction will be considered an ATM Purchase if the transaction is sent to us through the ATM network. You will be requested to use a PIN for these transactions. The transaction will be considered a Visa Purchase if the transaction is sent to us through the Visa

network, and you should not use a PIN for such a transaction.

3. Record of Transaction

You may receive a printed receipt from each ATM location or Merchant at the time of the transaction. You will receive a monthly statement showing the transactions made during the past month and any charges that were imposed for such services or transactions.

4. Deposits and Loan Payments

You agree that when you make a deposit or a loan payment at one of our ATMs by a check, draft or other noncash item, we have the right to collect those funds before we make the money available to you or credit such payment to your loan account. If you deliver cash, checks or other items to an ATM owned or operated by another financial institution for transmission to us for deposit in your account, you agree that we have the right to collect those funds before we make the money available to you. You acknowledge and understand that loan payments may only be made at an ATM owned and operated by us. If the amount of the funds contained in your deposit/payment envelope differs from the amount you have indicated to the ATM location, we will adjust your account(s) to reflect the amount we have received and advise you of any difference. If the amount of the discrepancy is less than \$1.00, your account will not be adjusted. You may not deposit foreign currency in an ATM.

5. ATM Funds Availability

We reserve the right to collect and process all deposits. Deposits made at ATMs are posted to your account(s) according to our rules and regulations for those accounts and our funds availability policy. Unless another availability schedule is agreed to in writing by us, we provide you with timely access to your funds that you deposit in your checking account in accordance with the terms described in the Master Commercial Account Agreement.

6. Foreign Transactions

Transactions conducted in currencies other than United States currency (U.S. dollars and cents) will be converted to United States currency according to the rules and regulations of the Visa® association, the PLUS® network or other networks that processes your transaction. Currency conversion may occur on a date other than the transaction date. We do not have any control over the exchange rate or the date or place of the exchange. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa® from the 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. You are responsible for any fees charged for currency conversion, the amounts of currency converted, any fees charged by Visa®, any other fees associated with processing transactions through merchants located outside of the United States and/or fees that may be charged by us (See the Commercial Fee Schedule). There may be legal or regulatory restrictions on the use of the ATM or Visa® Debit Card in certain foreign countries.

7. Limitations on the uses of Visa Debit Card and ATM Card

The ATM withdrawal limit for an ATM Card is \$400 each day. You may withdraw funds from one or a combination of your accounts up to this ATM withdrawal limit provided funds are available in your account(s), including any Overdraft Protection account and/or discretionary Overdraft Privilege limit. ATM cards may not be used for purchase transactions. Different limits may apply at ATMs we do not own or operate. The day for purposes of applying this withdrawal limit starts at 6:00pm (Eastern Time) each day and ends at 6:00pm the next day. Certain limitations are imposed on the frequency of use of the ATM Card each day. These limitations are not revealed for security reasons.

The ATM withdrawal limit (including ATM point of sale transactions) for a Visa Debit Card is \$500 each day. You may withdraw funds from one or a combination of your accounts up to this ATM withdrawal limit provided funds are available in your account(s), including any Overdraft Protection account and/or discretionary Overdraft Privilege limit. The day for withdrawal limits starts at 6:00pm (Eastern Time) each business day and ends at 6:00pm the next day. Certain limitations are imposed on the number of times you can use the Card each day. These limitations are not revealed for security purposes. In addition you may use your Visa Debit Card to make purchases up to \$5,000 at Visa Merchants that accept Visa Debit Cards each day provided the funds are available in your checking account. We may

stop or limit electronic transfers from your account(s) at any time if we deem it necessary to restore the security of the system or of your account(s).

The Bank may impose a limit on the number of Cards issued per account.

You agree that the Card(s) will only be used for business 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 shall not have the benefit of any consumer law with respect to the unauthorized use of the Card.

Internet gambling may be illegal in the jurisdiction in which the cardholder is located, including locations within the United States. Visa Cards may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are lawful in all jurisdictions in which the cardholder may be located. You agree to use your card in connection with your account(s) for lawful purposes. In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, the Bank is required to block any restricted transactions made using your Card. You understand and agree that the Bank will block any transaction it believes is related to internet gambling.

8. Use of Personal Identification Number (“PIN”) with the Card

You understand that an ATM is an automated teller. It can and will perform many of the same tasks as a human teller. You acknowledge that the Personal Identification Number or PIN which you use with the Card(s) is your signature and identifies the bearer of the Card(s) to the STAR, PLUS system, ATM and other ATM network. This authenticates and validates the directions given just as your signature and other proof identify you and authenticate and validate your directions to a human teller. You also understand that a Merchant which accepts the Card(s) for a Purchase transaction may have an electronic terminal (Merchant operated or self service) which requires the use of your PIN, and when your PIN is used at a Merchant’s terminal, it will authenticate and validate the directions given just as your actual signature will authenticate and validate your directions given to us. You acknowledge that your PIN is an identification code that is personal and confidential and that the use of the PIN with the Card(s) is a security method by which we are helping you to maintain the security of your account(s). Therefore, **YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS SO THAT NO ONE ELSE LEARNS YOUR PIN OR HAS UNAUTHORIZED ACCESS TO THE CARD(S).**

You agree that this Agreement sets forth commercially reasonable security procedures to verify the authenticity of any instruction, transfer or other transaction relating to the use of the Card(s).

9. Your Liability for Unauthorized Transactions/Transfers

YOU AGREE TO BE RESPONSIBLE FOR ANY AND ALL USE OF THE PIN(S) AND THE CARD(S) AND ANY TRANSACTIONS CONDUCTED WITH THE CARD(S) WHETHER OR NOT YOU BELIEVE THE CARD(S) AND/OR PIN(S) HAVE BEEN LOST OR STOLEN AND/OR MONEY HAS BEEN WITHDRAWN FROM YOUR ACCOUNT(S) BY MEANS OF AN UNAUTHORIZED TRANSACTION.

You agree to contact us AT ONCE if you believe the Card(s) and/or PIN has been lost or stolen and/or money is missing from your account(s). You could lose all your money in the account(s), including the available balance in your overdraft protection account(s), and/or the discretionary Overdraft Privilege limit, if you take no action to notify us of the loss of your PIN, ATM Card or Visa Debit Card. We assume no duty to discover any breach of security by you or the unauthorized disclosure or use of a Card or a PIN.

YOU AGREE THAT IF YOU GIVE YOUR CARD(S) AND PIN TO SOMEONE ELSE TO USE, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE CARD(S) BY THEM.

If your Visa Debit Card was used fraudulently or your Visa Debit Card was lost or stolen and you notify us of your loss pertaining to a Visa Debit Card transactions processed by Visa within sixty (60) calendar days after the statement was mailed or made available to you, you will have no loss under Visa’s Zero Liability Policy. This Visa Zero Liability Policy

applies to all non-PIN based debit card transactions. It does not apply to ATM cards, account transfers or PIN-based debit card transactions.

See the Section titled "Notification of Errors" for our phone number and address.

All of you who are authorized users of the Cards shall be deemed third party beneficiaries of the accommodation extended hereunder and of the terms and conditions of this Agreement. Accordingly, all of you who are authorized users shall be jointly and severally liable with the business customer for any debits effectuated under the Card issued to the respective individual authorized user, whether authorized or unauthorized, and whether arising from lost or stolen Cards.

10. Error Resolution Notice in Case of Errors or Questions about your Transactions

You agree to contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about the transaction listed on the statement or receipt. If there are any discrepancies, you agree to notify us within fourteen (14) calendar days from the date the account statement is first sent, provided via online banking or otherwise made available to you for ATM, account transfer and PIN based transactions and sixty (60) days for Visa Debit Card transactions processed by Visa. 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 must provide us with your name, the account number and Card number, a description of the applicable transaction; the reason you believe the transaction is in error, the dollar amount of the suspected error and the date it appeared on your bank statement or receipt. You agree to assist us in the investigation and prosecution of claims for unauthorized transactions by completing the appropriate statements and reports reasonably requested by us.

You are responsible for resolving all disputes concerning the purchase of goods or services with the merchant who accepted the Card.

11. Notification of Errors

If you believe that your Card(s) and/or PIN has been lost or stolen, please contact us immediately by calling:

For ATM Cards Only:

800-220-BANK or 215-722-4000

Visa® Debit Cards Only:

Within United States 800-754-4128

Outside United States 727-227-9012

If you believe that an unauthorized withdrawal from your account has occurred, please contact us immediately by calling 800-220-BANK or 215-722-4000 or write to us at:

Firsttrust Bank
Customer Care
1 Walnut Grove Drive
Horsham, PA 19044

Visit any Firsttrust Branch to request replacement of your ATM or Visa® Debit Card.

12. Charges/Fees

You agree to pay the charges or transaction fees that are charged by us for those services we currently offer or which may later be offered, as such fees or charges may be imposed or changed from time to time (See our Commercial Banking Fee Schedule). You agree to pay the charges or transaction fees imposed by others in connection with the use of the Card.

13. Liability

If a Card(s) is issued for multiple account holders, you agree to be jointly and severally liable under the terms of this Agreement.

You agree that if you make deposits or payments to your account(s) with items other than cash and we make funds available to you from such deposits before we collect them, we may deduct the amounts of such funds from your account(s) that are not collected. If the funds in your account(s) are insufficient at such time, you will promptly pay to us any amount of such funds that are not collected, plus any fees you may owe us in accordance with our then current Commercial Banking Fee Schedule.

14. Our Liability for Failure to Complete an Electronic Funds Transfer Transaction

If we do not complete a transaction on time or in the correct amount, when properly instructed by you, we will be liable only to correct such error. However, there are some exceptions. We will not be liable to correct such error, if for instance:

- A. there is not enough money in your account to complete the transaction through no fault of ours;
- B. the funds in your account are unavailable;
- C. the funds in your account are subject to legal process;
- D. the transaction you request would exceed the funds in your account plus any available amount in your overdraft protection account and/or discretionary Overdraft Privilege limit;
- E. the ATM you are using has insufficient cash to complete the transaction;
- F. your Card(s) has been reported lost or stolen or your Card(s) privileges have been suspended and you are using the reported/suspended Card(s);
- G. we have a reason to believe that the transaction requested is unauthorized, suspicious or fraudulent;
- H. the failure is due to a damaged Card, an equipment breakdown or software malfunction which you knew about when you started or initiated the transaction using an ATM or STAR or Visa Merchant terminal;
- I. the failure was caused by an act of God, fire, flood or other catastrophe, or by an electrical or computer failure or communication malfunction or by other circumstances beyond our control;
- J. you attempt to complete a transaction using an ATM or STAR or Visa Merchant terminal which is not a permissible transaction under this Agreement;
- K. the transaction would exceed security limitations on the use of your ATM Card or Visa Debit Card;
- L. you or we have terminated this Agreement for use of the Card(s) or closed the account.

We are not responsible for the refusal of anyone to honor the card.

There may also be other exceptions not specifically mentioned above. In any case we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such errors.

15. Limitation of Our Liability

Unless otherwise required by law, we will not be responsible for any losses or damages, including direct, indirect, special or consequential losses or damages (including attorneys' fees and expenses), claims or liability of any kind from the use of the Card(s) and services described in the Visa Business Debit Card and ATM Card Cardholder Agreement. We will also not be responsible for any losses or damages, including direct, indirect, special or consequential losses or damages, from your participation in, possession or use of any goods or services purchased or leased using any of the cards and services described in the Visa Business Debit Card and ATM Card Cardholder Agreement.

16. Amendment of this Agreement

You agree that from time to time we may amend or change the terms of this Agreement including amendments or changes to add more Card services without prior notice. Your failure to use the Card after the effective date of such amendment or change shall not invalidate your acceptance of and agreement to such amendment or change. This

Agreement constitutes the entire agreement regarding the subject matter hereof and supersedes all prior agreements, understandings and arrangements between the parties.

17. Ownership

You agree that the Card(s) is our property and you will surrender it to us upon our request.

18. Other Provisions

- A. This Visa Business Debit Card and ATM Card Cardholder Agreement shall be subject to the terms of the Master Commercial Account Agreement. In the event of any inconsistency between such agreement(s) and this Agreement, then the Visa Business Debit Card and ATM Card Cardholder Agreement shall control to the extent necessary.
- B. You authorize us to make whatever credit inquiries we deem necessary in connection with your application or upon any subsequent use of the Card, including, without limitation, inquiries to any government agency – federal, state, or local. You authorize and instruct any person, government agency or reporting agency to compile and furnish to us any information it may have or obtain in response to such credit inquiries and agree that same shall remain our property whether or not the Card is issued or subsequently revoked.
- C. You understand and agree that stop payment orders cannot be placed on any transaction originated by the use of your Card.
- D. You agree to immediately notify us of the cancellation of any Card at such time as the name appearing thereon is no longer an authorized user thereof.
- E. We may cancel your privilege to use the Card(s) and any PIN even without telling you in advance. We may refuse to issue or reissue any Card at any time, without cause or notice. You may terminate this Agreement at any time by notifying us in writing. In either case, you will return all Cards to us at once. Ending this Agreement will not affect your obligations under this Agreement for transactions or transfers completed with your Card(s) or any PIN, even if those transactions are completed after the ending date.
- F. You acknowledge receipt of this Agreement and other agreements or disclosures that pertain to your accounts.

Stop in or call us today!

Please stop by any one of our conveniently located branches. Many of our branches are open later on Friday evenings and on Saturdays for your convenience. For more information, please visit our website www.firsttrust.com for a list of our branch hours and locations or call Customer Care at 800-220-BANK, Monday through Friday, 8:00am to 6:00pm or on Saturday from 9:00am to 1:00pm. Our Customer Care team will be happy to answer any of your questions.



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