



Business Debit Card Agreement

Introduction

This Business Debit Card Agreement (“Agreement”) contains terms and other important information about your Chain Bridge Bank, N. A. Business Debit Card (“Card”). By signing a Chain Bridge Bank Business Debit Card application (“Application”), you, on behalf of your company, agree to be bound by this Agreement.

Applicable Law & Definitions

This Agreement will be governed by the laws of the Commonwealth of Virginia as well as federal laws and regulations. The words “we,” “our,” and “us” refer to Chain Bridge Bank N.A. The words “you” and “yours” 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.

Account Rules and Regulations

This agreement is subject to the provisions of the Deposit Account Agreement, including any and all related account documents and/or resolutions on file with the Bank and they are hereby incorporated by reference into this Agreement. In the event that there are inconsistencies between this Agreement and any other account document, the terms of this Agreement shall control to the extent necessary.

Business Purpose

You represent and warrant, on behalf of the Company and its Employees, that the Cards will be used solely for business purposes and that no consumer or personal use of any Card will be permitted. You acknowledge that the Card shall not be treated as a consumer card under the provisions of state or federal law. You further agree that the use of any Card for non-business purposes shall be grounds for termination of this Agreement.

Issuance of Cards

The Bank will issue Cards and Personal Identification Numbers (PINs) in the name of the Company and in the names of the employees as designated on the Application. The Bank reserves the right to limit the number of Cards issued per account. Each Card will identify the name of the business and the Cardholder. Each Cardholder must sign his or her Card before using it. Use of the Card allows Cardholders to access the business account specified in the Application. Once issued, a Card cannot be transferred to another person. You agree to notify us immediately when you terminate a Cardholder’s rights and to promptly return the card to us or destroy it at our instruction.

Use of Cards

The Card may be used to purchase goods and services at any merchant location where MasterCard debit cards are honored. Unless requested by you to the contrary, Cardholders may use the Card to make withdrawals at ATMs or obtain cash back on purchases by using the PINs associated with their Cards.

Debit Card Limits

Each Card will be assigned a daily limit for use at an ATM and a separate daily limit for point-of-sale purchases. The daily limit at participating ATMs and the daily purchase limits may be revised by the Company from time to time through written request.

Refunds and Returns

Any claim you have concerning products or services purchased with your Card must be resolved by you directly with the merchant or seller who accepted your Card. Any claim or defense you assert will not relieve you of your obligation to pay us the total amount of the sale.

Security

You agree to safeguard the Cards issued under this Agreement as well as any PIN issued for such Cards by implementing security procedures designed to prevent any unauthorized person from obtaining the Card or PIN and by taking reasonable precautions, including but not limited to, the following: 1) not keeping the Card and the corresponding PIN in the same place; 2) not writing the PIN on the Card or any document carried along with the Card; 3) memorizing the PIN and destroying or securing in a locked place any paper on which the PIN is written; and 4) not disclosing any PIN to anyone except the person to whom the Card has been issued. If any person for whom you have requested a Card or a PIN ceases to have authorization to use the CARD or PIN, whether by termination of employment or otherwise, you must contact us and return the Card to us immediately.

Responsibility for Use

Any use of the Card, Card number or PIN shall authorize the Bank to charge your Account for the amount of the purchase, cash withdrawal, or transfer. You are fully responsible for any transaction made by the use of the Card, Card number, or PIN whether authorized or unauthorized.

Unauthorized Transactions

Unauthorized use is considered to be the use of the Card by a person other than the Cardholder who does not have actual, implied, or apparent authority for such use, and from which the Cardholder receives no benefit. You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. You are liable for any ATM withdrawal or transactions your Cardholders conduct using a PIN. You are also responsible for any unauthorized transactions if the Bank can prove you or your Cardholders were negligent in safeguarding the Card or PIN. You will not be liable for unauthorized transactions if: you report them promptly; exercise reasonable care in safeguarding your Card from risk of loss or theft; have not reported two or more incidents of unauthorized use to us in the immediately preceding 12-month period; and your account is in good standing. If you suspect that any of your Cards and/or the associated PINs have been lost or stolen, notify us immediately by calling 703-748-2005. If you inform us by phone, we will request a confirmation in writing. During non-banking hours, call 1-866-546-8273 to report your card lost or stolen.

Each month you will receive an account statement which will include all debit use of the Cards. You agree to review the monthly statement upon receipt and notify the Bank immediately of any unauthorized transactions or errors. If you do not notify us within 60 days of receipt of the statement containing an unauthorized debit or error, we will consider the information in the statement as correct, and your rights to reimbursement will be denied.

Limitation of Liability

We shall not be liable if a transaction cannot be completed because 1) you do not have sufficient collected funds in your account to make the transfer; 2) an ATM is not working properly or does not have sufficient cash; 3) the debit card network is not working properly; 4) circumstances beyond our control, such as fire or flood, prevent the transfer; or 5) a merchant refuses to honor your Card. Except as specifically required by law, we shall not be responsible for any damages, loss, or property damage incurred as a result of your use of the Card services set forth in this Agreement.

The remedies set forth in this Agreement constitute your sole and exclusive remedies at law and in equity. In no event will the Bank be liable for any damages caused by your failure to perform your responsibilities. In no event will the Bank be liable, whether in contract, tort (including negligence), or otherwise, for any indirect, incidental, special, or consequential damages, including, but not limited to, loss of profits or anticipated savings, or for any claim made against you by an employer, employee, agent, or any other party.

Fees

You agree to pay any and all fees and charges applicable to your Account and Cards. These fees are subject to change. A schedule of our current fees is available upon request.

Credit Information

You authorize us to obtain, at any time, any business credit report of financial information on you. Any unfavorable information will be grounds for us to deny your application or terminate this Agreement or accounts you may have with us. You agree to provide us with financial information, if requested, so that we can evaluate your continued capacity to meet your obligations under this Agreement.

Termination

You may terminate this agreement at any time by providing us with written notice and returning the Cards. We have a right to terminate this agreement or cancel any of the Cards at any time without notice. In the event this Agreement is terminated, you must still pay any outstanding transactions resulting from use of any Card, Card number or PIN.

Contact Information

Chain Bridge Bank, N.A.

1445-A Laughlin Avenue
McLean, VA 22101
703-748-2005

To report a card lost or stolen after banking hours – 1-866-546-8273

Clientservice@chainbridgebank.com
