



**FIRST FIDELITY BANK**  
**1400 GAULT AVE N**  
**FORT PAYNE, AL 35967**

**BUSINESS DEBIT CARD APPLICATION**

*Accounts that require 2 signers are not eligible for the Business Debit Card*

Business Legal Name: \_\_\_\_\_ Taxpayer ID No. \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Checking Account Number: \_\_\_\_\_

\_\_\_ Corporation \*      \_\_\_ for profit      \_\_\_ not for profit      \_\_\_ Club/Association \*

\_\_\_ Partnership\*      \_\_\_ LLC \*      \_\_\_ Sole Proprietorship      \_\_\_ Other \_\_\_\_\_

*\*A separate resolution is required. Clubs and Associations should include minutes designating authority to issue debit cards.*

**Authorized Card Users & Card Limits:** Each authorized user will be issued a debit card linked to your Business Checking Account listed above. The authorized user must affix his or her signature on the reverse side of the card. The person(s) listed below in this section are designated as authorized users (**if the authorized representative is requesting a card, he/she must be listed in section below**). The name(s) listed below will be displayed on the card assigned directly above the name of the business. Each card listed below will have separate 24 hour limits which will default to the following: \$500.00 for ATM Withdrawal transactions and \$1,000.00 for Point-of-Sale transactions. If other limits are desired for card(s) please specify below, otherwise all cards will be set at default limits.

\* Higher limits or a request of more than three cards requires additional approval by designated committee.

1. Name as it should appear on card: \_\_\_\_\_

Cardholder's SSN: \_\_\_\_\_ Cardholder's Date of Birth \_\_\_\_\_

Cardholder's cell phone number: \_\_\_\_\_

ATM Limits: \_\_\_\_\_ POS Limits: \_\_\_\_\_ Cardholder Signature \_\_\_\_\_

2. Name as it should appear on card: \_\_\_\_\_

Cardholder's SSN: \_\_\_\_\_ Cardholder's Date of Birth \_\_\_\_\_

Cardholder's cell phone number: \_\_\_\_\_

ATM Limits: \_\_\_\_\_ POS Limits: \_\_\_\_\_ Cardholder Signature \_\_\_\_\_

3. Name as it should appear on card: \_\_\_\_\_

Cardholder's SSN: \_\_\_\_\_ Cardholder's Date of Birth \_\_\_\_\_

Cardholder's cell phone number: \_\_\_\_\_

ATM Limits: \_\_\_\_\_ POS Limits: \_\_\_\_\_ Cardholder Signature \_\_\_\_\_

**Signatures:** By signing below, you are requesting the Business Debit Card and associated services. You agree to the terms and conditions of the Business Debit Card Agreement, 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. By signing this application, I warrant that I am the owner of all deposit account(s) held in the name of the entity identified above or that I am authorized to act on behalf of the owner pursuant to resolutions adopted by the owner and provided to the bank. I request First Fidelity Bank to issue a Business Debit Card to the cardholder(s) named in this application.

**Authorized Company Representative Name & Title:** \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\* Please return completed application and agreement to address listed above or to any of our three locations. \*\***

**For Institution use:**

\_\_\_ Approved    \_\_\_ Declined

Additional information: \_\_\_\_\_

AUTHORIZED SIGNATURE

DATE

## BUSINESS DEBIT CARD AGREEMENT

The Business Cardholder Agreement ("Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between First Fidelity Bank ("Bank") and the Company whose name appears on the signatory page hereof ("Company").

**WHEREAS**, Company desires to have First Fidelity Bank issue certain debit card(s) ("Cards") in the name of the Company for the use by Company's officers, employees or other agents ("Employees"), as more particularly designated in the Debit Card Agreement, submitted by Company to First Fidelity Bank; and

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

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

1. **Issuance of Cards.** First Fidelity Bank will issue Card(s) in the name of the Company and in the names of the Employees as designated in the Agreement. A limit of three Cards may be issued per account. \*A request for more than three cards requires additional approval by a designated committee. Usage of the Card(s) will be limited to debits only. No electronic (ATM) deposits may be made using the Cards. All Cards must be signed immediately upon receipt by the Employees, but all Card(s) remain the property of First Fidelity Bank and must be surrendered to Bank upon demand. Company acknowledges that First Fidelity Bank is providing such service to Company as an accommodation party only and, except otherwise provided by law, First Fidelity Bank is not responsible in any way for the manner in which the Card(s) are utilized. Card(s) should be issued in the following names:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name (upon approval by designated committee)

2. **Liability and Promise to Pay.** Company agrees to be unconditionally and without limitation liable for all debits effectuated by use of the Card(s), whether authorized or unauthorized, whether utilized by Employees or some other person, and whether arising from Card(s) lost or stolen. All Employees who are granted use of the Card(s) 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 Card(s). In the event of a lost Card or of unauthorized use of a Card, First Fidelity Bank should be notified immediately by either calling 256-845-1077 during normal business hours or 1-800-528-2273 anytime, including nights and weekends.
3. **Security Measures.** In an effort to better protect Company and Employees from lost Card(s) or unauthorized use of the Card(s), Bank requires that Employees each have a Personal Identification Number (PIN) and use the PIN to process a debit transaction. Company and Employees acknowledge that use of a PIN provides them a commercially reasonable degree of protection in light of their particular needs and circumstances, and represent that each PIN shall be afforded the highest level of security by Company and Employees and shall be known only to those persons who are on a "need to know" basis. Bank assumes no duty to discover any breach or security by Company or Employees or the authorized disclosures or use of a PIN.
4. **Statements and Disputed Debits.** Each month Company will receive an account statement ("Monthly Statement") showing, among other things, all debits made by use of the Card. Disputes regarding any Card debits shall be communicated in writing to First Fidelity Bank at the address indicated below. Communications shall include the Cardholder and Company's names, the dollar amount of any dispute or suspected error, the reference number and description of the dispute in error. Any communication regarding a dispute or suspected error must be received by Bank within sixty (60) days of the date of the Monthly Statement on which the dispute or incorrect debit first appeared. If First Fidelity Bank receives timely notice of any disputed debit, it shall initiate a provisional chargeback to the appropriate account and shall thereupon seek to resolve all documented chargeback requests within ninety (90) days of the date of receipt of such request.
5. **Notice and Communication.** Except with respect to notices relating to the lost or stolen Card(s), all notices, requests and other communications provided for hereunder must be directed to the other party at the respective addresses indicated below and, unless otherwise specified herein, must be in writing, postage prepaid or hand-delivered or delivered by fax. Either party may, by written notice to the other, change its address indicated below.

First Fidelity Bank  
1400 Gault Ave N  
Fort Payne, AL 35967  
Attention: Customer Service Department  
Telephone: 256-845-1077  
Fax: 256-845-1152

6. **Information Deemed Confidential.** First Fidelity Bank agrees that it will maintain all data relative to Company's accounts as confidential information and will exercise the same standard of care and security to protect such information as First Fidelity Bank uses to protect its own confidential information. First Fidelity Bank agrees to use such data exclusively for the providing of services to Company and Employees hereunder and not to release such information to any other party, except as may be required by law.
7. **Monthly Debit Card Fee.** A Monthly Debit Card Fee may be charged to Company's account for the privilege of having the Card(s). The Monthly Debit Card Fees is payable whether or not any of the Card(s) are used. The amount of this fee, if imposed, is disclosed in Paragraph 19 of this agreement.

8. **Use of Cards.** Company represents and warrants, on behalf of itself and its Employees, that the Card(s) will only be used for business purposes.
9. **Lost or Stolen Cards.** If any of the Card(s) are lost or stolen, Company should either call First Fidelity Bank at 256-845-1077 during normal business hours or by calling 1-800-528-2273 anytime, including nights and weekends..
10. **Termination.** First Fidelity Bank shall have right, at it sole discretion, and upon three (3) days notice to Company and Employees, to terminate Company's privileges hereunder.
11. **Return of Cards.** All Card(s) shall be deemed canceled effective upon termination of this Agreement and Company shall instruct the Employees to cut in half all Card(s), and return them to First Fidelity Bank. Company shall remain liable for debits or other charges incurred or arising by virtue of the use of a Card prior to the termination date.
12. **Amendments and Change in Terms.** First Fidelity Bank may from time to time amend the terms of this Agreement to the extent allowed by applicable federal and state law. First Fidelity Bank will notify Company by mail of such amendments, and subject to the requirements of applicable law, any amendment to this Agreement will become effective at the time stated in such notice.
13. **Refusal to Honor Cards.** First Fidelity Bank is not responsible for the refusal of anyone to honor the Card(s).
14. **Service Fee.** First Fidelity Bank may charge Company a reasonable charge for photocopies and reprints which Company or any Employee may request and for other special services as allowed by law.
15. **Miscellaneous.** If any provision of the Agreement is determined to be unlawful or unenforceable for any reason, the remainder of the Agreement will remain enforceable.
16. **Governing Law.** This agreement and all transactions shall be construed as contracts subject to applicable federal law and the laws of the State of Illinois.
17. **Venue for Litigation.** In the event any litigation is required to enforce the terms and conditions of this Agreement, Company, on behalf of itself and its Employees, agrees that such litigation may only be communicated in the Cook County District Court or the United States District Court for the Eastern District of Illinois situated in Chicago whichever court has jurisdiction.
18. **Collection of Costs.** If First Fidelity Bank hires an attorney to assist in collecting any amount due hereunder, or to enforce any right or remedy hereunder, Company agrees to pay First Fidelity Bank's reasonable attorney's fees and expenses, and any other fees as permitted by law.
19. **Disclosure of Charges.** The charges may be assessed against Company by First Fidelity Bank for the privileges being conveyed hereunder. Fees may be subject to sales tax.

\*Monthly fee per card      \$0.00 for up to three cards; \$1.00 for each additional card

\*ATM Cash withdrawal fee \$0.00 for First Fidelity Bank ATM's

\$2.00 when you use a non-First Fidelity Bank ATM. You may also be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

\*Lost card replacement fee \$ 5.00

Company Name	First Fidelity Bank
Printed Name	Bank
Printed Name	Printed Name
Title	Title
Signature	Signature
Date	Date