



BUSINESS DEBIT CARD AGREEMENT

Meaning of some words. In this Business Debit Card Agreement (“Agreement”):

- “We,” “us,” and “ours,” refers to Five Star Bank and any agent, independent contractor, service provider, sub-contractor, licensor, designee, or assignee of Five Star Bank
- “You,” and “your,” means any corporation, partnership, limited liability company or other organization of which we have issued or issue a Debit Mastercard® to any officer, employee or other agent that is tied to a deposit account with us open in the name of that corporation, partnership, limited liability company or other organization, whether alone or also in the name of someone else, or any individual, whether or not doing business as a sole proprietor, to whom we have issued or issue a Debit Mastercard® tied to an account with us open in the name of that individual
- “Card” means an access device issued in the form of a Five Star Bank ATM or Debit Mastercard® tied to an account with us; this includes the card, card number, card data, PIN, or other information associated with your card that is used to access your Account
- “ATM” means an automated teller machine
- “PIN” means your personal identification number that we have assigned, or you have assigned for use with your card
- “Account” or “Account(s)” means any Checking

account or Savings account with us established for business purposes

- “Electronic Services” means electronic banking services not provided at electronic facilities covered by this agreement which may make available to you from time to time via the Internet or other electronic means, including, without limitation, Five Star Bank Digital Banking
- “Statement” means a document reflecting the account activity on your account for each statement period

Business Days. Our business days are Monday through Friday, excluding federal holidays.

Business Use. You warrant and represent to us that your Account will be used solely for business purposes and not for personal, family or household purposes. Accordingly, you will have all the rights afforded to you under Article 4-A of the Uniform Commercial Code as adopted in the State of New York, as well as any other federal law that applies to the commercial use of deposit accounts.

Your Responsibility for Transactions. Before you use your Card at an electronic facility covered by this Agreement, we must assign you a PIN. You must not let anyone else have or access your Card or PIN unless you authorize him or her to use it. For security reasons, you must not write your PIN on your Card or keep it with your Card. We may at any time for any reason, without notice, cancel your right to use your PIN. Use of your Card (and PIN, if required) shall constitute sufficient verification of your identity to us, including authenticating your identity over the Internet or other electronic means. You must not allow anyone else to have the number on your Card, unless you authorize him or her to use your Card, if your Card is a Debit Mastercard®. You will be responsible and bound by each transaction that are made by anyone else that you have allowed to have your Card, your PIN, or if your Card is a Debit Mastercard®, the number of your Card.

Types of Transactions. You or anyone you authorize can use your Card to performs on your Account including:

- Cash withdrawals at ATMs

- Deposits at ATMs
- Transfers between accounts linked to your Card
- Withdrawals from your Account to pay for purchases of goods or services at any merchant that honors Debit Mastercard® with or without the use of an electronic facility
- Transfer from your Account to another account that you or someone else has with us or another bank
- Determine the balance of your Account

Electronic Facilities. Electronic facilities covered by this agreement include ATMs owned or operated by us (“Proprietary ATM”), third-party ATMs (“Non-Proprietary ATM”), and interactive teller machines owned or operated by us (“ITM”). Additionally, point-of-banking terminals and point-of-sale terminals in network of shared electronic facilities in which we directly or indirectly participate are covered by this agreement. If your Card is used in a transaction at a point-of-banking or point-of-sale terminal with the assistance of an operator such as a retail store clerk, the operator will act as your agent in the transaction.

Time of Information. When you use your Card at an electronic facility covered by this Agreement to determine the balance of your Account(s), the balance that is displayed is the available balance. Please see your Deposit Account Agreement provided at Account opening for the definition of available balance. If any purchases made with your Card are authorized that day, the available balance is reduced by the amount of the purchase. You agree that this feature may not be available during system processing times.

Card Transaction Limits. The following daily limits apply to the use of your Card:

	ATM Card	Debit Card
ATM Withdrawals	\$550	\$550
Purchases and other payments	<i>*Not available with the use of an ATM Card</i>	\$5,000

We may allow transactions that exceed these limits at our discretion. Additional limitations are as follows:

- A Non-Proprietary ATM may also have limits on the number or dollar amount of transactions you can make
- For security reasons, we reserve the right to impose limits on the amount of cash and/or items that may be deposited at any electronic facility covered by this Agreement
- If you have multiple accounts linked to your Card (multiple Checking Accounts), some locations may not allow you to select which Account you want to use for your transaction and will default to the first Checking Account that was linked to your Card
- We may prohibit, restrict or limit the use of your Card or Account if we suspect potential or increased fraud, unauthorized transfers or other illegal activity, including illegal internet gambling

Foreign Transactions. If your Card is used in a foreign country, the transaction may be in foreign currency. Mastercard® will convert the purchase price of the transactions made through its network into a U.S. dollar amount. Currency conversion rates are specific to the date and time your bank authorizes the transaction (which generally occurs at the point-of-sale/interaction). If Mastercard® is unable to apply the currency conversion rate at authorization, Mastercard® will apply the currency conversion rate at the date and time the transaction is processed.

Security Procedure. You hereby acknowledge that the use of a PIN is a commercially reasonable security procedure for the services contemplated in this agreement and for the parties involved. In accordance with Article 4-A of the Uniform Commercial Code as adopted in the State of New York, you agree to be bound by any transaction described in Section 5 regardless of whether any such transaction was actually authorized by you.

Fees. You agree to pay each fee imposed by us in connection with any transaction made using your Card. Fees specific to your Card are as follows:

ATM Card Replacement Fee	\$5.00
ATM Withdrawal Fee at a Non-Proprietary ATM	\$2.00
Debit Card Replacement Fee	\$5.00

For more information, please refer to your Business Fee Schedule.

Receipts. A receipt will be made available to you for each transaction made using your Card at a Proprietary ATM.

Statements. We will send you a Statement approximately once a month for your Checking account. A Statement for your Savings account will be sent at least quarterly and for each monthly cycle in which an electronic transfer has been made to or from the Account. If your Checking and Savings Statements are combined, you will receive the Savings Statement monthly.

Crediting and Charging. Any transactions made using the Card at any electronic facility covered by this agreement will be credited to your Account in accordance with our Funds Availability Policy which was provided to you at Account opening. We will credit your Account in accordance with the order specified in the Deposit Account Agreement provided to you at account opening. Our Funds Availability Policy and Deposit Account Agreement can also be found at Five-StarBank.com/resources/forms.

Obtaining more Money than is Available for Withdrawal. If any amount of money is to be withdrawn from your Account made by the use of your Card that exceeds the amount of money available for withdrawal, you must, unless we lend the excess under a line of credit or other overdraft product with us to which the account is tied, immediately pay us the excess and any charge we impose for making the excess available. You agree to pay on demand to us, and are liable for, all of our expenses, including without limitation, fees and disbursements of counsel for us, in connection with or relating to any dispute under this Agreement, the enforcement of our rights under this Agreement or under any other documents executed in connection herewith.

Indemnification. You must indemnify us against each liability, cost and expense (for example, if we hire an attorney for advice, litigation, or any other purpose, reasonable attorneys' fees and disbursements) imposed on, incurred by or asserted against us as a direct or indirect result of processing any transaction made by the use your Card or the number on your Card or Account.

Notice of loss, theft, unauthorized use or error.

Notify us immediately if you believe your Card or PIN (or any cellular phone or other device on which your Card or PIN is stored) has been lost, stolen, or compromised, or if you believe that any transactions involving your Account using your Card have been made or may be made without your authorization. You may contact us by phone at 877.882.5782, submit a Secure Message by logging into your Digital Banking account at five-starbank.com/digital-banking or notify us by mail at 220 Liberty Street, P.O. Box 227, Warsaw, NY 14569.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at 877.226.5578 if you think your Statement or receipt is wrong or if you need more information about a transfer on the Statement or receipt. You must notify us no later than 60 days after we sent you the FIRST Statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

Your Liability for Unauthorized Use. How much you will have to bear of any loss of money taken from your checking account or your savings account in any transaction made by the use of a card or the number of a card without your authorization will be determined by applicable law and any agreement between you and us concerning the account or transfers of funds from the account, but:

- A. In no event will we be liable for any loss of money

taken from the account in any transaction made by the use of a card or the number of a card without your authorization by any cardholder or any individual a cardholder allows to have a card, a PIN or the number of a card;

- B. In no event will we be liable for any loss of money taken from the account in any transaction made by the use of a card or the number of a card without your authorization before we receive and have reasonable time to act on a notice of the possible unauthorized use of a card or the number of a card without your authorization;
- C. In no event will we be liable for any loss of money taken from the account in any transaction made by the use of a card or the number of a card without your authorization unless we fail to exercise ordinary care in processing the transaction; and
- D. In the case of any loss of money taken from the account in any transaction made by the use of a card or the number of a card without your authorization, our liability will be limited to the amount of the transaction made by the use of a card without your authorization, our liability will be limited to the amount of the transaction less any amount that, even with our exercise of ordinary care, would have been lost.

Our Liability. With exceptions, we will be liable to the extent provided for by applicable law for damages you suffer as a result of our failure to timely complete any properly initiated transaction. We will not be liable if:

- Through no fault of ours, you do not have enough money available in your Account to make the transaction
- The ATM where you are withdrawing funds withdrawing cash does not have enough cash
- The terminal or system was not working properly, and you knew about the breakdown when you started the transaction
- Circumstances beyond our control prevent the transaction
- It has been identified that there is fraudulent activity on your account

- The funds in the account are subject to a legal process and have been pledged as collateral or is the subject of a dispute or legal proceeding

Cancellation. We may at any time for any reason, without notice, cancel your right to use your Card and the number associated with your Debit Mastercard®. The cancellation will take effect immediately.

Notices and Change of Address. Your Card or any notice we send you concerning this Agreement, will be sent to the address you provided according to our records. If your address changes, you agree to promptly notify us. You may change your address by visiting your local Branch, logging into your Digital Banking account at five-starbank.com/digital-banking, or you may notify us in writing at 220 Liberty Street, P.O. Box 227 Warsaw, NY 14569.

Changes. No change in this Agreement or fees associated with the use of your Card can be made except in writing by us. We can change this agreement at any time. This includes changes in the ways a card or the number of the card may be used at any time, changes in any limitations on transactions or changes in fees associated with your Card or the use of your Card. To the extent required by applicable law, we will send or deliver notice of the change and its effective date to you.

Conflicts. If any part of this Agreement conflicts with applicable law, the law will control, and this agreement will be considered changed to the extent necessary to comply with the law.

What Law Applies. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflict of law provision and to the extent required, by federal law.

Entire Agreement. This Agreement is the final agreement between you and us concerning the Card that which is connected to your Accounts held with us. Without limit, this Agreement is subject to the terms of the Deposit Account Agreement.

Agreement. By using your Card or allowing anyone else to have your Card, your PIN or the number assigned to your Debit Mastercard®, you agree to be bound by all provisions of this Agreement.

NEW YORK STATE ATM SAFETY REQUIREMENTS

As with all financial transactions, please exercise discretion when using an ATM.

1. Prepare your transaction at home (for instance, by filling out a deposit slip) to minimize your time at the ATM.
2. Mark each transaction in your Account record, but not while at the ATM facility. Always save your ATM receipts. Don't leave them at the ATM.
3. Compare your records with the Statements you receive.
4. Don't lend your Card to anyone.
5. Do not leave your Card at the ATM.
6. If you lose your Card or if it is stolen, promptly notify us by phone at 877.882.5782.
7. Protect the secrecy of your PIN. Protect your Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your Card or PIN over the phone. 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.
10. When you conduct a transaction, be alert to your surroundings. Look out for suspicious activity near the ATM, particularly if it is after sunset. At night, be sure that the facility (including the

parking area and walkways) is well lit. Consider having someone accompany you when you use the facility, especially after sunset. Defer your transaction if circumstances cause you to be apprehensive about your safety. You might consider using another ATM.

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.
12. Please be sure to close any entry door completely upon entering and exiting the ATM.
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 surroundings.
14. We want the ATM to be safe and convenient for you. The activity of the ATM may be recorded by a surveillance camera or cameras. Please tell us if you know of any problem with the facility. For instance, let us know if a light is not working or if there is damage to a facility. Please call the police if emergency assistance is needed. Direct complaints concerning the ATM facility should be directed to the Five Star Bank Security Department by calling 888.396.5596 or the New York State Department of Financial Services Customer Services Hotline at 800.522.3330.



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