

BUSINESS DEBIT CARD AGREEMENT

TERMS AND CONDITIONS

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

Applicable Law. This Agreement will be governed by the laws of the state in which your account is located 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 codes 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 a code 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 code. 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 code. 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 by written notice to you.
- You may terminate this Agreement by written notice to us.

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.

Discretionary Overdraft Payments. At our discretion, we may make a payment or honor a withdrawal from your account that exceeds the amount of funds available in your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So, you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you.

You agree that we may charge fees for overdrafts caused by ATM and Debit Card transactions.

Fees are disclosed in our separate fee schedule.

Stop Payments. Unless otherwise provided in this agreement, you may not stop payment of electronic funds 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 code to:

- get cash withdrawals from your checking account.
 - you may withdraw no more than \$500.00 per day.
- get the account balance.

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

Point-of-Sale Transactions. You may access your checking account with your Card to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Using your Card and/or code:

- you may not exceed \$2,500.00 in transactions per day.

Currency Conversion and Foreign Transactions. If you use your Mastercard debit card outside the US, whether or not it is in US Dollars, a fee of up to 1% will be assessed by Mastercard. If the transaction is in a currency other than US Dollars, Mastercard will use its current currency conversion procedures which have been disclosed to all financial institutions that issue Mastercard debit cards. The conversion rate used by Mastercard may vary from the rate on the original purchase date and the date the transaction is processed. The fee will be shown on your periodic statement.

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

FEES

If you conduct a transaction at a non-DFSB ATM or POS terminal, you may be charged a fee by the owner/operator of the ATM/POS, and the network used to process the transaction may also charge an additional fee. If a transaction is greater than the balance of your DFSB accounts, you may be subject to a \$25 nonsufficient fund fee. If you lose your card, you may be charged a \$25 replacement card fee.

- Please refer to the current Business Accounts Schedule of Service Charges 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 be charged a fee for a balance inquiry even if you do not complete a fund transfer.

DOCUMENTATION

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

You are responsible for all transactions you authorize using your EFT services. If you permit someone else to use an EFT service, your card, or your PIN, you are responsible for any transactions they authorize or conduct. However, TELL US AT ONCE if you believe your card and/or PIN has been lost or stolen, or if you believe someone has used your card or access PIN without your permission. Telephoning is the best way of keeping your possible losses to a minimum. You could lose all the money in your account. You are not liable for an unauthorized Mastercard debit card transaction that was not conducted at an ATM if: you can demonstrate that you exercised reasonable care in protecting your card from loss or theft, you have not reported two or more incidents of unauthorized use in the past twelve (12) months, and your account is in good standing. Otherwise, your liability for an unauthorized Mastercard debit card transaction that was not conducted at an ATM will be no more than \$50. For all other EFT transactions involving access devices, including transactions conducted at ATMs, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days you can lose no more than \$50 if someone used your card and PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or PIN, and we can prove that we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call #800-809-DFSB (3372), or visit a Dearborn Federal Savings Bank branch. Also, you may write to Dearborn Federal Savings Bank, 22315 Michigan Avenue, Dearborn, MI 48124.

If the Bank does not complete a transaction to or from your account on time, or in the correct amount, according to your agreement with the Bank, the Bank will be liable for your losses or damages as provided in the Electronic Fund Transfer Act. However, there are some exceptions. The Bank will not be liable if: through no fault of the Bank, you do not have sufficient funds in your account to make the transaction. The Transaction would go over your daily limit. The ATM/POS terminal where you're making the transaction doesn't have sufficient cash. Circumstances beyond the Bank's control (such as fire or flood) prevent the transaction, despite reasonable precautions taken by the Bank. The funds are subject to legal process or other encumbrance restricting such transaction. The transaction would exceed one of the established limits in this Agreement, including if the account is closed.

There may be other limitations on our liability.

Loss or Theft. You will notify Dearborn Federal Savings Bank immediately of loss or theft of the card and/or PIN. After business hours notify #800-754-4128. If you recover your card after having notified the Bank, you will not use the card. Also, you will not use your PIN after having notified the Bank of its loss or theft.

SUMMARY OF LIABILITY FOR FAILURE TO MAKE TRANSACTIONS

If the Bank does not complete a transaction to or from your account on time, or in the correct amount, according to your agreement with the Bank, the Bank will be liable for your losses or damages as provided in the Electronic Fund Transfer Act. However, there are some exceptions. The Bank will not be liable if: through no fault of the Bank, you do not have sufficient funds in your account to make the transaction. The Transaction would go over your daily limit. The ATM/POS terminal where you're making the transaction doesn't have sufficient cash. Circumstances beyond the Bank's control (such as fire or flood) prevent the transaction, despite reasonable precautions taken by the Bank. The funds are subject to legal process or other encumbrance restricting such transaction. The transaction would exceed one of the established limits in this Agreement, including if the account is closed.

UNAUTHORIZED TRANSACTIONS

You are responsible for all transactions you authorize using your EFT services. If you permit someone else to use an EFT service, your card, or your PIN, you are responsible for any transactions they authorize or conduct. However, TELL US AT ONCE if you believe your card and/or PIN has been lost or stolen, or if you believe someone has used your card or access PIN without your permission. Telephoning is the best way of keeping your possible losses to a minimum. You could lose all the money in your account. You are not liable for an unauthorized Mastercard debit card transaction that was not conducted at an ATM if: you can demonstrate that you exercised reasonable care in protecting your card from loss or theft, you have not reported two or more incidents of unauthorized use in the past twelve (12) months, and your account is in good standing. Otherwise, your liability for an unauthorized Mastercard debit card transaction that was not conducted at an ATM will be no more than \$50. For all other EFT transactions involving access devices, including transactions conducted at ATMs, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days you can lose no more than \$50 if someone used your card and PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or PIN, and we can prove that we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call #800-809-DFSB (3372), or visit a Dearborn Federal Savings Bank branch. Also, you may write to Dearborn Federal Savings Bank, 22315 Michigan Avenue, Dearborn, MI 48124.

ERROR RESOLUTION

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 should visit the Bank, telephone the Bank at 800-809-DFSB (3372) or write to Dearborn Federal Savings Bank Attn: Customer Service, 22315 Michigan Avenue, Dearborn, MI 48124 as soon as possible, if you believe a statement or receipt is wrong or if more information is needed about a transaction listed on a statement or receipt. The Bank must be notified no later than 60 days after it sent the first statement on which the problem or error appeared. You must: Provide your name and account number. Describe the error or transaction in question and explain why you believe it is an error or why more information is needed. Provide the dollar amount of the suspected error. If notified orally, the Bank may require that you send the complaint or questions in writing within 10 business days. The Bank will notify you of the results of the investigation within 10 business days (or 20 business days for Transactions involving a new account) after being notified by you and will correct any error promptly. If the Bank requires more time, however, it may take up to 45 days (or 90 days for any transactions: (i) conducted at POS terminals; (ii) initiated outside of the U.S., its territories or possessions; or (iii) involving a new account) to investigate your complaint or question. If the Bank decides to do this, the Bank will apply provisional credit to your account within 10 business days (or 20 business days for transactions involving a new account) for the amount believed to be in error, so that you will have the use of the money during the time it takes the Bank to complete its investigation. If the Bank requires that your complaint or question be put in writing and it is not received within 10 business days (or 20 business days for transactions involving a new account), the Bank may not recredit your account. An account is considered a "new" account for 30 days after the first deposit is made, if you are a new customer. The Bank will tell you the results within three business days after completing its investigation. If the Bank decides that there was no error, the Bank will send you a written explanation. You may ask for copies of the documents that were used in the Bank's investigation. Use of ATMs and Deposit Facilities: all customers are advised that when using ATMs, you should: be aware of your surroundings, particularly during the hours of darkness; be accompanied by another person during the hours of darkness. Refrain from displaying your cash; put your money away as soon as the transaction is done; count cash in the safety of a locked enclosure such as a car or home. Use another ATM/facility or return at a later time if anything suspicious is noticed. Immediately report all crimes to Dearborn Federal Savings Bank or the operator of the ATM and to local law enforcement officials.

Business Day Disclosure. The Bank's business days are Monday-Friday. Holidays are not included.

OFFICE LOCATIONS

MAIN OFFICE
22315 Michigan Ave. Dearborn, MI 48124
(313) 565-3100
(313) 565-9275 (facsimile)

NEIGHBORHOOD OFFICES

22180 W. Outer Dr.
Dearborn, MI 48124
(313) 274-5200
(313) 274-5202 (facsimile)

4111 S. Telegraph Rd.
Dearborn Heights, MI 48125
(313) 274-1300
(313) 274-1302 (facsimile)

27115 W. Warren
Dearborn Heights, MI 48127
(313) 278-5800
(313) 278-5802 (facsimile)

14615 Ford Rd.
Dearborn, MI 48126
(313) 581-7630
(313) 581-7632 (facsimile)



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