



BUSINESS DEBIT MASTERCARD APPLICATION FORM

New Debit Card Change Daily Limits

COMPANY INFORMATION (please print)

Business Name	Tax ID#		
Business Phone Number	E-mail Address		
Business Physical Address (Other than P.O. Box)	City	State	Zip
Business Mailing Address	City	State	Zip
Legal Status <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Other: _____			

ACCOUNTS ATTACHED TO CARD

Primary Business Checking Account Number	Secondary Account Type (if applicable)	Secondary Account Number (if applicable)
Business Name as it should appear on card: (Maximum 21 spaces)		

AUTHORIZED CARD USERS & CARD DAILY LIMITS

Indicate Individual user's card daily limits below. Limits only apply to the available balance in the account. Bank at its option may reduce or restrict daily limit. *ATM Maximum Daily Limit- \$1,500, POS Signature Purchase Maximum Daily Limit- \$25,000

1. Cardholder's Name (Last, First Middle)	SSN No	ATM Limit	POS Signature Purchase Limit
Card Number	Date of Birth	<input type="checkbox"/> \$0 <input type="checkbox"/> \$1,000 (Default) <input type="checkbox"/> *Other: _____	<input type="checkbox"/> \$2,000 <input type="checkbox"/> \$7,500 (Default) <input type="checkbox"/> *Other: _____
2. Cardholder's Name (Last, First Middle)	SSN No	<input type="checkbox"/> \$0 <input type="checkbox"/> \$1,000 (Default) <input type="checkbox"/> *Other: _____	<input type="checkbox"/> \$2,000 <input type="checkbox"/> \$7,500 (Default) <input type="checkbox"/> *Other: _____
Card Holder's Title	Date of Birth		
3. Cardholder's Name (Last, First Middle)	SSN No	<input type="checkbox"/> \$0 <input type="checkbox"/> \$1,000 (Default) <input type="checkbox"/> *Other: _____	<input type="checkbox"/> \$2,000 <input type="checkbox"/> \$7,500 (Default) <input type="checkbox"/> *Other: _____
Card Holder's Title	Date of Birth		
4. Cardholder's Name (Last, First Middle)	SSN No	<input type="checkbox"/> \$0 <input type="checkbox"/> \$1,000 (Default) <input type="checkbox"/> *Other: _____	<input type="checkbox"/> \$2,000 <input type="checkbox"/> \$7,500 (Default) <input type="checkbox"/> *Other: _____
Card Holder's Title	Date of Birth		
Total No. of Cards Requested: _____			

By signing this Application, you are requesting, on behalf of the business identified above ("Company"); (1) applies to Territorial Bank of American Samoa ("Bank") for a Business Debit Mastercard ("Card") to be issued in the name of this business and for each person identified on this application (or on attachments to this application); (2) that the Company agrees with all of the terms and conditions of the Business Debit Card Agreement ("Agreement") provided to the Company by the Bank; (3) represents that he or she is authorized by the Company to submit this application to the Bank; (4) confirms that the checking account identified above is owned and used for business purposes by the Company and is the "Account," as that term is defined in the Agreement. The Company shall be liable for any expenses the Bank incurs in collecting what is owed it in connection with the card(s), to the extent permitted by law, including reasonable attorney's fees and court costs. Any card(s) issued hereunder remain the property of the Bank and may be revoked or repossessed at any time and must be returned upon request.

Owner/Officer/Partner:

Signature: _____
 Name/Title: _____
 Date: _____

Owner/Officer/Partner:

Signature: _____
 Name/Title: _____
 Date: _____

PRESET DAILY LIMITS

ATM Cash Limit	\$ 1,000
POS PIN Authorization Limit	\$ 7,500
POS Signature Authorization Limit	\$ 7,500
Combined Daily Limit	\$ 16,000

Bank Use only:

Received By: _____ Date: _____ Operations Mgr Approval: _____ Date: _____

BUSINESS DEBIT MASTERCARD AGREEMENT AND DISCLOSURE

This Business Debit Mastercard Agreement (“Agreement”) contains important information regarding the Business Mastercard Debit Card(s) issued to your business. Please read this Agreement carefully and retain it for future reference. If you have any questions, contact your branch. You will be bound by this agreement unless you promptly cut the enclosed Card(s) in half and notify us in writing that you do not agree to these terms. Your activation or use of the Card will be further evidence of your agreement to these terms.

This Agreement governs the business debit card program (“the program”) offered by Territorial Bank of American Samoa (“TBAS”). Under this program, TBAS Business Debit Mastercards (“Card” or “Cards”) and associated Personal Identification Numbers (“PINs”) are available for your company’s use such in purchasing business-related goods or services, or obtaining business-related cash withdrawals, in each instance having such transactions debited from your designated checking account. The Cards are not credit cards, which means you may not defer payment of transactions.

BUSINESS ACCOUNT:

You agree that we may charge the primary business or commercial checking account designated in your Application form (your “Account”) for all transactions arising from the use of any Card issued at your request, and that we may, but we are not obligated to, authorize any transaction if there is not enough money in your Account to cover the transaction. In addition to the terms of this Agreement, you agree to be bound by the terms of all applicable territory, state and federal laws and regulations, Mastercard rules and regulations and normal banking customs and practices, as well as governed by the current Deposit Agreement & Disclosure (“Disclosure”) for the Account and the Account opening resolution with us (such accounts and resolutions being incorporated by reference here-in and made a part of this Agreement). If there is a conflict between any term in this Agreement and the terms of any of these other documents, This Agreement will control with respect to Card transactions made with the Cards and associated PINs.

You must maintain your Account with us at all times, and if the Account is closed for any reason, this Agreement and the Cards will be terminated.

BUSINESS USE OF CARDS:

You agree and warrant to us that all Cards issued at your request shall be used solely for business and commercial purposes in connection with your business operations. No consumer use of any Card shall be permitted under any circumstances. You agree to issue appropriate instructions and guidelines in this regard to all Cardholders who are authorized by you to use any Card. You shall solely be responsible for ensuring that all Cards are used for business and commercial purposes and we will not be liable for any misuse of such card by a Cardholder. On the one hand, a violation of this restriction on the use of any Card shall be immediate grounds for termination of this Agreement. On the other hand, we take no responsibility for monitoring the use of your Cards to assure that all use is proper and appropriate, and you agree that your Account can be charged for all use by Cardholders, whether within or in violation of this section of the Agreement.

SERVICES:

Cards provided in connection with this Agreement may be used to obtain the following services (“Services”):

- a. Withdraw cash at an automated teller machines (“ATMs”) from your linked accounts
- b. Purchase goods and services from merchants that display the Maestro or Mastercard logo (“POS” transactions)

- c. Obtain over-the-counter cash advances at financial institutions that accept Cards with the Mastercard logo
- d. Transaction limits are discretionary and may change without notice.

Some of these services may not be available at all ATMs, terminals, or merchant locations. Services on Card(s) may also be limited based on the access issued to the Cardholder.

CARD AND PIN, SECURITY PROCEDURES:

Each Card issued at your request will bear your company name as well as the name of the person (the “Cardholder”) who you have authorized to use the Card. Each Cardholder must sign his or her Card prior to its first use. The word “use” shall include any presentation of the Card or disclosure of its associated card number or PIN to pay for a purchase or obtain a cash withdrawal. Once a card has been issued, it cannot be transferred to another person. You and your Cardholders agree not to disclose or otherwise make your Card(s) or corresponding PINs available to anyone not named on the Card(s). You shall use reasonable security procedures to protect against loss, theft or misuse of a Card. You agree to notify the Bank immediately if you know or suspect that the confidentiality of any PIN has been compromised or any Card has been misused, lost or stolen.

HOLDS:

You understand that we may place a hold on your Account for a transaction we have authorized even though we have not yet received the transaction entry from the merchant or other financial institution, pending the presentation of the transaction. You further understand that some merchants may obtain authorization from us for a purchase amount that might exceed the ultimate purchase price. The hold will be released when the transaction is presented to us for payment. While the hold is in place, you will not be able to use the held funds for other transactions.

ORDER OF PAYMENT:

We post and pay Card transactions in the order they are received. We reserve the right to pay Card transactions before checks and other items.

LIMITATIONS:

You may have multiple checking, money market and savings accounts linked to your Card. However, all purchases from merchants and all ATM withdrawals will be charged to the primary

checking account designated as your Account on your Application form. Your Application form will specify, for each Card, the daily dollar limits for the Card per day. However, we may further limit use of the Card if your Account does not have sufficient funds to cover the transaction. You agree, however, that the limits so placed on each Card are for our protection only and that you will be responsible for all use of the Card, even if the use exceeds these limits.

FOREIGN TRANSACTIONS:

For any transactions conducted in a currency other than U.S. dollars, the merchant, network, or card association that processes the transaction may convert any related debit or credit into U. S. dollars, in accordance with its then-current policies. Mastercard currently uses a conversion rate that is either (a) the wholesale market rate; or (b) a government-mandated rate. The conversion may be different from the rate in effect on the date of your transaction or the date it is posted to your Account. We reserve the right to block any international transactions.

OVERDRAFTS:

You may not overdraw the account or any other business Checking Account you maintain with us under any circumstances. If you do, you will be in default under this Agreement, the Disclosure, and any other related agreement. As a result, we will be under no obligation to authorize any additional transactions. If we pay a transaction initiated with a Card which results in an overdraft in your account, you agree, upon receiving notice, to immediately deposit sufficient funds to the Account to cure the overdraft whether or not the transaction was authorized by us prior to the purchase or withdrawal.

SETOFF; SECURITY AGREEMENT:

We reserve our right of set-off against any obligation we owe you, such as the balance in the Account and any other deposit account you maintain with us. By signing the Business Debit Card Application, you agree to this Agreement and also granted to us a security interest in the Account and any other deposit account you maintain with us, currently or in the future, to secure payment of all amounts owing at any time under this Agreement and any other indebtedness to us. You agree that we may set-off and enforce our security interest without prior notice to you.

YOUR LIABILITY FOR USE OF DEBIT CARD:

You are responsible for selecting the individuals who will be Cardholders of your Cards issued at your request. You agree to instruct your Cardholders not to authorize anyone not named on the Card to use the Card. You further assume any risk associated with disclosing PIN information to others, including, but not limited to, risks of loss associated with theft or embezzlement, and you agree that we may charge your Account for the amount of each transaction in which one of your Cards or the number is used.

YOU ACKNOWLEDGE AND UNDERSTAND THAT ANY CARD ISSUED UNDER THIS PROGRAM WILL NOT BE TREATED AS A CONSUMER CARD UNDER THE PROVISIONS OF STATE AND FEDERAL LAW. YOU WILL NOT HAVE THE BENEFIT OF ANY LIMITATION OF LIABILITY WITH RESPECT TO THE UNAUTHORIZED USE OF A CARD. YOU ACCEPT AND AGREE TO UNDERTAKE THE ADDITIONAL RISK ASSOCIATED WITH THE USE OF BUSINESS PURPOSE CARDS AND AGREE TO ASSUME THE GREATER MEASURE OF LIABILITY DESCRIBED IN THIS AGREEMENT.

You agree to indemnify and hold us, our directors, officers, employees, and agents harmless from any losses, liabilities, claims, damages, expenses

(including legal fees and costs: whether private firm or a pro-rate allocation of in-house legal fees and costs) and judgments arising from or relating to the issuance of any Card at your request, or to the use of any such Card or Card number and associated PIN.

You will require your Cardholders to comply with the provisions of the Agreement and all related agreements, and you will be fully responsible for the failure of any Cardholder to do so. You agree that you are responsible for assuring the surrender and destruction of your Cards from any Cardholder you no longer want to use your Card, and for notifying us of such action so that we know not to reissue a card to such person or to permit use of the number and PIN associated with the Card. You remain responsible for all Card transactions that occur prior to such (i) destruction of the Card and (ii) notification.

If you use your Card for any illegal transaction or in any gambling activity, whether or not such activity is lawful, (i) you assume all responsibility and liability for all losses, costs, and expenses you or we incur as a result of such use, and (ii) we reserve the right to block and/or not approve any authorization request for such use of your Card or any use we suspect to be unlawful or connected with gambling. Conversely, should such use occur, you agree that the amounts so charged with the Card may be debited from your Account pursuant to the terms of this Agreement.

RETURNED MERCHANDISE:

You understand that merchants are not obligated to accept and give credit for returned merchandise or unused services purchased with your Card. If a Cardholder returns merchandise and receives a credit from the merchant, or the Cardholder requests and obtains credit for services purchased with the Card, the merchant will furnish the Cardholder with a credit slip or receipt. You must save this credit slip or receipt and compare with your monthly statement. We will not process any such credit without a proper credit issued by the merchant.

When a credit item has been processed and credited to your account, you agree that we will not be required to refund charges related to the transaction and charged to your Account in connection with the initial debit to your Account.

CARD TRANSACTIONS AND DISPUTES:

You cannot stop payment on, charge back, or otherwise dispute any valid transaction. If you have any disputes with a merchant regarding goods or services purchased with a Card, you will need to settle such disputes directly with the merchant. If a merchant or a financial institution makes any misrepresentations to you regarding the goods or services you purchased, we are not responsible for any damages or liability that results from the misrepresentation. (Note: You should notify us of any dispute regarding transactions that are unauthorized or for an incorrect amount.)

If you arrange for recurring payments and wish to cancel future payments, you must do so by notifying the business in writing. Please retain a copy of the notice for your records.

LOST AND STOLEN CARDS:

If a Card is lost or stolen, you or the Cardholder must notify us immediately either orally or in writing. You may call or write to us at the any of the following:



- Contact us at 684-633-8143 during Business Hours.
- Contact the bank at customerservice@mybas.com after Business Hours.
- Mail to: Territorial Bank of American Samoa
PO Box 716
Pago Pago, AS 9679
Business Hours: Monday- Friday: 9:00AM – 3:00PM (Excluding Federal Holidays)

ERRORS OR QUESTIONS CONCERNING YOUR CARD TRANSACTIONS:

The error resolution and liability provisions of the Electronic Funds Transfer section of the Bank's Deposit Agreement & Disclosure, as well as those on the back of the periodic statements, do not apply to business or other non-personal accounts. The owners of those accounts must notify the Bank immediately if they discover any unauthorized transactions or errors. Under no circumstances will we be liable for any special or consequential damages involving such accounts.

Write or call us as soon as possible if you believe that your statement or any transaction receipt is incorrect or if you need more information about a transfer listed on the statement or transaction receipt. If you fail to notify us of discrepancies or errors within thirty (30) calendar days from the date of account statement containing such information, we will be entitled to treat such information as being correct in all respects. You can call us but doing so may not preserve your rights. If you tell us orally, you must also send us your complaint or question in writing. When you write, please include your Card number, your designated Account number, the dollar amount of the suspected error, a description of the error, and an explanation of why you believe there is an error. We have no obligation to credit your account for the amount of any erroneous or unauthorized transaction unless caused by our negligence. If we decide no error was made, we will send you a written explanation after we finish our investigation. You can request, and we will provide, copies of the documents used in our investigation. We may assess a reasonable fee to cover our duplication costs.

TERMINATION:

You may terminate this Agreement at any time by providing us with written notice and by returning to us all Cards issued to you. We have the right to terminate this Agreement or cancel any of the Cards at any time without notice and with or without cause. If this Agreement is terminated, you must still pay any present or future transactions resulting from the use of any Card or associated Card number or PIN. All Cards will remain our property and must immediately be surrendered to us at such time as this Agreement is terminated or any Card is canceled.

NOTICES:

We may provide notice to you under this Agreement by electronic delivery or by mailing the notice to the address which we have in our records for your Account. You agree to keep us notified of your current mailing address.

CHANGES TO THIS BUSINESS DEBIT CARD AGREEMENT:

We reserve the right to change, amend, add to or delete ("Change") any part of this Agreement, including the amount of fees or charges.

We will give you advance notice of any such Change unless we believe that doing so might jeopardize the security of your Card or our Card system. Notices of Change may be given to you by including a message on or with your periodic account statement, or in any other way we deem reasonable. The change will be effective upon the date stated on the notice.

FORCE MAJEURE:

We will not be liable for our inability to perform our obligations under this Agreement when such inability arises out of causes beyond our control including, without limitation, any act of God, accident, equipment failure, system failure, labor dispute or the failure of any third party to provide any electronic or telecommunications service used in connection with the acceptance and processing of Card items.

GOVERNING LAW:

This Agreement will be governed by the laws of American Samoa and applicable federal laws and regulations. Normal banking customs and practices also apply. If any provision of this Agreement cannot be legally enforced, it will be considered changed or deleted to the extent necessary to comply with applicable laws. If any part of the Agreement becomes unenforceable, it will not make any other part unenforceable.

DAMAGES, ATTORNEYS' FEES, COSTS AND INTEREST:

You will be liable for any loss or damages resulting from your breach of this Agreement or to which your negligence contributed. You will also be liable for any loss or damages resulting from unauthorized, fraudulent, or dishonest acts by any current or former Cardholder or any of your current or former officers, employees, agents or representatives. In the event we take any legal action under this Agreement, in addition to or instead of arbitration proceedings, to collect overdrafts on the account, or any other amounts you owe us, or because you break any other promise under this Agreement, or if we become involved in any other litigation or proceeding initiated by a third-party, including but not limited to our responding to an attachment, garnishment or levy with respect to the Account, you agree to reimburse us for any costs and expenses we incur, including, but not limited to, our reasonable attorneys' fees, together with interest at the maximum interest rate allowed by law, and you further agree that we may charge those amounts against the Account without prior notice to you.

NO WAIVER:

If we delay enforcing any of our rights under this Agreement, we will not lose those rights.

FEES AND CHARGES:

Use of your Card to obtain a withdrawal from an ATM or an over-the-counter transaction at any financial institution other than Territorial Bank of American Samoa may result in a transaction fee, which will be deducted from your Account.

We may charge your Account for all fee incurred in connection with your card as disclosed in the TBAS Fee Schedule.