

VISA BUSINESS CHECK CARD™ AGREEMENT TERMS AND CONDITIONS

Introduction. This Visa Business Check Card™ Agreement (“Agreement”) contains contract terms and other important information relating to your Visa Business Check Card™. The terms govern the operation of the Card unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your deposit account agreement(s) 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.

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 Fairfield County Bank. We are the bank that issues the Card and holds your Account. The words “you” and “your” refer to the owner of the specific Account for which Card transactions are permitted. “Card” means the Visa Business Check Card or Cards issued pursuant to this Agreement. “Account” means the Primary Business Checking Account that you have designated for use with the Card. The word “Account” also includes any Secondary Account(s) that you may have designated for use with the Card. “ATM” refers to an automated teller machine where a Cardholder can use the Card and PIN. “PIN” refers to the personal identification number that can be used to identify a Cardholder when using the Card. “Point of Sale” or “POS” transaction refers to a transaction in which you use your Card to pay for goods or services by debiting your Primary Business Checking Account, whether or not an electronic terminal is used at the time of the transaction. The word “Available Funds” refers to the money in your Account that can be withdrawn or transferred. “Application” refers to the document or documents that we require you to complete in order to set-up, and request access to, Visa Business Check Card™ services. That word also includes any documents that constitute amendments to, or replacements of, the Application, and may include electronic versions of those documents.

Business Purpose. You agree that the Card may only be used for POS and ATM transactions that have a business purpose. The Card may not be used in whole or in part for personal, family or household purposes. You acknowledge and understand that the Card will not be treated as a consumer card under the provisions of state and federal law. You agree to provide written instructions to all Cardholders reminding them that the Card may not be used for personal, family or household purposes.

Application and Use of Card and/or PIN. You have been given an Application and have been asked to establish certain terms and limitations related to the use of the Card. In the Application, you must designate a primary business checking account (the “Primary Business Checking Account”) for the debit Card services. This Account will be available for both POS transactions and ATM transactions. You may also, at your option, designate other savings or checking account(s) to link to the Card (“Secondary Account(s)”). The Secondary Account will only be available for ATM transactions (for example, to transfer funds between Accounts, withdraw cash, or check balances). You must also identify each agent or employee who is authorized to use a Card on your behalf (“Cardholder”), and any dollar limitations and option levels for each Cardholder’s authority to use the Card (see the “Limitations” and “Option Levels” that are more fully described below). A Card and PIN will be provided to you for each Cardholder. If Cardholders are added or deleted, you must notify us immediately and promptly amend the Application. By signing the Application or by use of a Card assigned to any of your Cardholders, you agree that the provisions of this Agreement govern the use of the Card(s) and PIN(s) provided to Cardholders. You are responsible for making sure that all Cardholders understand and abide by the terms and conditions of this Agreement.

Account Requirements; Payment Responsibilities; Transferability; Enforceability. The POS services described in this Agreement will be available to you only as long as you maintain a Primary 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. The Account and the Card may not be transferred or assigned without our written consent.

If any term or condition 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 Account specified in your Application. The labeling on each Card will identify your business as well as the name of the applicable Cardholder.

You understand and agree that the Card may be used to engage in transactions in a number of different ways under this Agreement. For example, the Card may be used alone, or together with a PIN, or together with the signature of a Cardholder. You understand that when we process one of these transactions, the transaction method that has been used involves certain inherent security procedures (for example, the retail merchant may collect or scan the Card number and expiration date). You agree to be bound by any transaction that uses one of these transaction methods (and you further agree that the inherent security procedures are commercially reasonable under all circumstances related to your use of the Card). To further protect against security risks, you must adhere to the following additional security procedures.

- Each Cardholder must sign his or her Card before it may be used. You will notify each Cardholder in writing that they must do so.
- Once a Card has been issued, it cannot be transferred to another person. You agree to notify us immediately when you terminate a Cardholder’s authority and to promptly return the Card to us.
- You also agree to notify us immediately when a Card and/or PIN has been lost or stolen or if you suspect that important Card information has been compromised and may be used for unauthorized transactions.

- You agree to provide written instructions to all Cardholders about the importance of protecting the Card and the PIN as well as the importance of promptly notifying us of a lost or stolen Card and/or PIN or other security risks.
- You agree to monitor Cardholder usage and to examine receipts and periodic statements within thirty (30) days of receipt to check for errors or unauthorized transactions.
- You understand the importance of carefully selecting authorized Cardholders and assigning appropriate limits and option levels as a part of the Application. You must promptly amend the Application to control security risks, particularly when business circumstances change or when you learn of potential security risks.
- You must use the Card and PIN carefully and be attentive to security risks that may be associated with the specific mode of the transaction. For example, be careful when selecting merchants and when providing Card information to merchants (over the phone, in person or over the Internet). If Card information is used in Internet transactions, be careful to use appropriate protections against spyware, phishing, pharming, and other computer-based security risks.

You agree that the security procedures outlined in this Agreement are commercially reasonable in the context of your business operations. Going forward, you agree to review the security procedures from time to time to ensure that they remain commercially reasonable. You must discontinue use of the Card and notify us promptly if you determine that the procedures are not commercially reasonable. You further agree that no bank can ever guarantee that specific security procedures will be effective under all circumstances. You agree to assume risk with the use of the Card.

Termination and Amendments. The Card belongs to us. You agree to surrender the Card when we request you to do so.

- We may terminate this Agreement at any time without notice to you.
- You may terminate this Agreement by written notice at our address as shown below. Any such notice will not be effective until we have had a reasonable opportunity to act on it. You should not use your Card once you have given notice to terminate.

We may make amendments to this Agreement, including changes in fees, in the same manner as provided in the terms and conditions of your deposit account agreement(s). Use of any 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. We reserve the right to pay Card transactions before checks and other items.

Stop Payment. You cannot stop an ATM or POS transaction once it has been requested. Unless otherwise provided in this Agreement, you may not stop payment of electronic fund transfers. Therefore, you should not employ electronic transactions unless you are satisfied that you will not need to stop payment.

TYPES OF TRANSACTIONS

You can use your Card to engage in ATM transactions as well as certain POS transactions (both PIN-based transactions and Visa Business Check Card Transactions). The different types of transactions are more fully described below.

ATM Transactions. You may access your Account using the Card at any Fairfield County Bank ATM location. You also have access to cash at hundreds of ATMs in the NYCE® and Cirrus® networks. More particularly, you may access your Account by ATM using your Card and PIN to:

- Make deposits to your Account (but only at our ATM locations).
- Get cash withdrawals from your Account.
- If you have an overdraft line of credit, and a Card transaction overdraws your Account, you may obtain a loan advance under the terms disclosed to you in the agreement governing the overdraft line.
- Transfer Available Funds between checking and savings Accounts linked to the Card.
- Get information about Account balances.

PIN-Based Point-of-Sale Transactions. You can pay for purchases of goods or services by accessing your Primary Business Checking Account through a POS terminal at merchants that have agreed to accept the Card and PIN. At the time of your purchase, you may also be able to withdraw Available Funds if permitted by the merchant.

Visa Business Check Card Transactions. In addition to the PIN-based POS transactions described above, you can also use your Card to engage in POS transactions with merchants that accept the Visa Business Check Card. With this type of transaction, you can access your Primary Business Checking Account by using the Card in person, by phone or through the Internet to pay for goods or services in a manner similar to a credit card.

These transactions are sometimes called “signature-based” transactions, even though the merchant may not always require the handwritten signature of a Cardholder. When making “signature-based” transactions, you authorize us to put a hold on your Primary Business Checking Account for the amount of the transaction. We will hold the funds for a “signature-based” transaction up to a maximum transaction limit based on the authorization level for the applicable Cardholder. When the transaction has cleared, the funds on which we have placed a hold will be debited from your Primary Business Checking Account, and will no longer be counted toward your maximum transaction limit. The dollar amount of the hold is based on the amount of the authorization requested which may be more than the amount of the purchase. You agree that we are not responsible if we dishonor other POS, ATM or check transactions drawn on your Account because we have held funds or debited funds from your Account based on a “signature-based” Card transaction.

Refunds and Returns. Your rights relating to refunds and returned merchandise purchased with your Card are governed by the merchant's own policy on refunds and returns. You must resolve issues of this type directly with the applicable merchant.

Availability of Services. Some of the ATM and POS transaction services may not be available at all ATM's or POS terminals. We are a member of several different networks that help to process ATM and POS transactions and those networks may have their own limitations. In addition, the owners or operators of the ATM's and POS terminals may have their own limitations on use. As a result, different limits on deposits, withdrawals, transfers and other transactions may apply.

Limitations on Transactions. For security reasons, we ordinarily set default limits on the maximum amount of the transactions that may be processed using the Card. For example, with respect to ATM transactions and PIN based POS transactions, our current withdrawal or purchase limit is \$1000 per Card per day. Our current purchasing limit for "signature-based" POS transactions is \$5000 per Card. We may, from time to time, change our default limits without advance notice to you.

As a part of the Application, we also give you the option to limit the amount of money that may be accessed with the Card. In so doing, you can set amounts that are different than our default limits (as described above) as long as those amounts are acceptable to us. You can even choose different limits for different Cardholders and different limits for POS and ATM transactions.

International Visa Check Card Transactions. For international transactions, we will use as the exchange rate for VISA transactions either the (i) wholesale market rate or (ii) the government-mandated rate, in effect one day prior to the transaction processing date and increased by one percent. The exchange rate between the transaction currency and the billing currency used for processing international transactions, is (i) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rates Visa itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date plus one percent. For single currency International transaction, which means there is no currency conversion, Visa will charge a transaction fee of 0.80% of the total transaction amount.

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

FEES. Fees for ATM and POS transfers may be deducted from your Account in accordance with our Fee Schedule, which may be amended from time to time. We will not be liable for dishonoring items or transfer requests when the deduction of such fees results in there being insufficient Available Funds in your Account to honor such items and transfer requests. Please refer to the Fee Schedule for additional information on fees.

ATM Operator/Network Fees. When you use an ATM not owned by us, you will be charged a fee according to our Fee Schedule in addition to any fees charged by the ATM operator and the network that has been used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

Governing Law. Conflict with Applicable Law. This Agreement will be construed in accordance with applicable state and federal laws. Your Account is located in Connecticut, so you agree that Connecticut law will be the applicable state law. Normal banking customs and practices will also apply. In the event of any conflict between provisions of this Agreement and any applicable law or regulation, the provisions of this Agreement shall be deemed modified to the extent, and only to the extent, required to comply with such law or regulation.

If there is any conflict between the terms of this Agreement and other agreements applicable to the account, the terms of this Agreement shall control as to all matters relating to the issuance and use of the Card(s). If any provision is found to be invalid or unenforceable, the remaining provisions or terms will remain in full force and effect.

DOCUMENTATION

Terminal Transfers. You can get a receipt at the time you make any transfer to or from your Account using one of our ATM or POS terminals.

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 within thirty (30) days of receipt 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 Primary Business Checking Account that will also include a record of transactions made using your Card.

You will get a monthly Account statement from us for any linked statement savings Account that will also include a record of transactions made using your Card, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

LIMITATIONS ON OUR LIABILITY.

We will exercise ordinary care in providing the services described in this Agreement, but in no event, will we be liable for any consequential damages except as required by law. You agree that we will not be liable for any transfer that occurs after you have given us notice (i) of a lost or stolen Card or PIN or that someone has made or may make an unauthorized transfer under our security procedures listed above, or (ii) your desire to terminate this Agreement under "Termination and Amendments" listed above, unless and until we have had a reasonable opportunity to act on such notice. You further agree that we will not be liable for any error, delay or default on our part or on the part of any of our agents with regard to any ATM or POS transaction, except to the extent such liability cannot legally be varied or waived. We can choose not to enforce or to delay in enforcing any of our rights under this Agreement without losing them in the future.

UNAUTHORIZED TRANSFERS

Additional Risk Associated with Use of Business Purpose Cards. You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. This means your liability for the unauthorized use of your Card could be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Agreement.

Your Liability for Unauthorized Transfers. Visa's Zero Liability Policy is designed to protect you against unauthorized Visa Business Check Card transactions processed through the Visa network, including Internet and telephone purchases. If you suspect that your Card or card number has been lost or stolen, you may not be responsible for any unauthorized purchases if you report the theft promptly. Upon notification from you of unauthorized Visa transactions we will limit your liability for those transactions to zero. We require such notification to be received within 60 calendar days of the mailing date of the first statement showing any unauthorized Visa transactions. In evaluating your claim, we will consider whether gross negligence on your part contributed to the transactions in question. We may increase this limit if, based on substantial evidence, we reasonably determine that you were grossly negligent or fraudulent in the handling of the Card or your Account. We will provide you with provisional credit for unauthorized Visa transactions within ten business days. We may request that you provide us with written confirmation of unauthorized Visa transactions. If we make such a request, but you do not provide such written notice within the ten business days set forth above, we will provide you with provisional credit within a reasonable time after we receive such written confirmation. For purposes of Visa's Zero Liability Policy, an "unauthorized transaction" does not include either or both of the following: (i) any transaction by a business co-owner, a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account; (ii) any transaction by a cardholder that exceeds the authority given by the Visa Business check card account owner.

Notifications. As stated herein, you agree to monitor Cardholder usage and to examine receipts and periodic statements within thirty (30) days of receipt to check for errors or unauthorized transactions. If you or any Cardholder believes the statement is incorrect or includes an unauthorized transfer, or need additional information about a transfer shown on the Statement, you must notify the Bank within thirty (30) days of the date of the Statement on which any disputed charge or error first appeared. If you do not notify us, we will presume that your statement is correct and you will be precluded from asserting an error at a later time unless the Visa Zero Liability Policy is available as stated above. To notify us by telephone, call us at 1-877-431-7431 Ext. 7437. You must also confirm your oral notice in writing. To confirm this notification by mail, write us at Fairfield County Bank, Customer Care Center, 150 Danbury, Rd., PO Box 2050, Ridgefield, CT 06877.

You also agree to notify us immediately when a Card and/or PIN has been lost or stolen or if you suspect that important Card information has been compromised and may be used for unauthorized transactions. To report a lost or stolen Card and/or PIN during business hours, call us at 1-877-431-7431 Ext. 7437 and during non-business hours to 1-800-264-5578. We may also require you to complete a Cardholder affidavit of lost/stolen card and/or fraudulent use of a card.