

## Exhibits

to Comments of

National Consumer Law Center (on behalf of its low income clients)

to Consumer Financial Protection Bureau

Prepaid Accounts Under the Electronic Fund Transfer Act (Regulation E) and the Truth in Lending Act (Regulation Z), Docket No. CFPB-2014-0031, RIN 3170-AA22

Submitted March 23, 2015

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# NetSpend® Terms and Conditions



## CARDHOLDER AGREEMENT

**IMPORTANT- PLEASE READ CAREFULLY- SEE PAGE 16-19 FOR THE FEES ASSOCIATED WITH THE USE OF THIS CARD ACCOUNT**

FOR QUESTIONS OR ASSISTANCE, PLEASE CALL THE CUSTOMER SERVICE TELEPHONE NUMBER (1-86-NETSPEND/1-866-387-7363) PRINTED ON THE BACK OF YOUR NETSPEND® VISA® PREPAID CARD.

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| <b>Three Purchase Fee Plan Options:</b> | <b>ACE Elite™ Pay-As-You-Go<sup>SM</sup> Plan*</b>         | <b>ACE Elite™ FeeAdvantage™ Plan</b>                       | <b>ACE Elite™ with Direct Deposit FeeAdvantage Plan**</b>  |
|---|--|--|--|
| Monthly Plan Fee                        | None   | \$9.95   | \$5.00   |
| Signature Purchase Transaction Fee***   | \$1.00 each  | Included in Plan   | Included in Plan   |
| PIN Purchase Transaction Fee***         | \$2.00 each  | Included in Plan   | Included in Plan   |
| Foreign Transaction Fee                 | 3.5% of the U.S. Dollar amount of the purchase transaction | 3.5% of the U.S. Dollar amount of the purchase transaction | 3.5% of the U.S. Dollar amount of the purchase transaction |

\* This Purchase Fee Plan is automatically effective on your Card Account when you first obtain the Card. If you wish to change to another Purchase Fee Plan, just call 1-86-NETSPEND or visit [www.AceEliteCard.com](http://www.AceEliteCard.com).

\*\* Cardholder must receive \$500 in Direct Deposit(s) in one (1) calendar month to qualify for this optional Purchase Plan. Upon qualifying, an eligible Cardholder who is on the Pay-As-You-Go Plan may call 1-86-NETSPEND or visit [www.AceEliteCard.com](http://www.AceEliteCard.com) to change to this Purchase Plan; a Cardholder already enrolled in the \$9.95 ACE Elite FeeAdvantage Plan will be automatically changed to the ACE Elite with Direct Deposit FeeAdvantage Plan on the Cardholder's next Fee Plan Fee assessment date.

\*\*\* During checkout, select "CREDIT" on the keypad to make a Signature Purchase, or select "DEBIT" and enter your PIN to make a PIN Purchase.

| <b>Withdraw Cash (See our tip on how to avoid ATM fees below)</b>   |   |
|---|---|
| Over the Counter Cash Withdrawal Fee at a financial institution (also referred to as the "OTC Fee")   | \$2.50 per withdrawal. A Foreign Transaction Fee may also apply, if applicable. A fee may also be assessed by the financial institution and may vary from location to location. |
| Over the Counter Cash Withdrawal Fee at a NetSpend Reload Network location( also referred to as the "OTC Fee")                                    | Fee may be assessed by reload location and may vary from location to location. Service not available at all reload locations.   |
| Domestic ATM Cash Withdrawal Fee  | \$2.50 per withdrawal, plus ATM owner fees, if any.   |
| International ATM Cash Withdrawal Fee   | \$4.95 per withdrawal, plus the Foreign Transaction Fee, and ATM owner fees, if any.  |
| Foreign Transaction Fee   | 3.5% of the U.S. Dollar amount of the cash withdrawal   |
| ATM Transaction Decline Fee   | \$1.00 each   |
| <b>Tip to avoid ATM fees:</b> Select "DEBIT" and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores. |   |

| <b>Add Money To Your Account:</b>                                       |   |
|---|---|
| Direct Deposit Fee  | No fee  |
| Fee to add cash or check proceeds at a NetSpend Reload Network location | Fee may be assessed by reload location and may vary from location to location.  |
| Bank Transfer Fee   | Visit your online Account Center to learn how to transfer funds to your Card from another bank account using a bank debit card or account number. Fees are determined and may be charged to the transferor's bank account by the service provider or originating bank |
| Account-to-Account Transfer Fee via website or text message             | No fee; standard text message rates may apply.  |
| Account-to-Account Transfer Fee via Customer Service agent              | \$4.95 each   |

| <b>Manage Your Account:</b>   |  |
|---|--|
| Balance Inquiry Fee   | -None when using online Account Center<br>-None when using Anytime Alerts text or email message; standard text message rates may apply<br>-\$0.50 each when using a telephone automated service<br>-\$0.50 each when speaking with a Customer Service agent<br>-\$0.50 each via ATM, plus ATM owner fees, if any   |
| Check Refund  | \$5.95 each  |
| Statement Mailing Fee   | \$5.95 each  |
| Additional Card Fee   | \$3.95 each  |
| Lost, Stolen or Damaged Card Replacement Fee                                | \$3.95 each  |
| Account Maintenance Fee<br>(also referred to as the Account Inactivity Fee) | \$5.95 per month (fee applies if Card Account has not had any activity, that is, no purchases; no cash withdrawals; no load transactions; or no Balance Inquiry Fee for 90 days.) If enrolled in the ACE Elite FeeAdvantage Plan (FAP) or ACE Elite with Direct Deposit FAP and your Card Account has had no activity as described above, this fee applies instead of the FAP Fee. |

| <b>Make Payments:</b>   |   |
|---|---|
| Bill Payment Fee  | In addition to the one or more no-cost bill payment methods made available through third-party service providers, you can see a full range of options, including ACH Debit/ Preauthorized Payment Transactions, and the applicable fees in your online Account Center. Fees are determined and assessed by third-party service providers. |
| ACH Debit/ Preauthorized Payment Transaction Decline Fee          | \$1.00 for each such declined transaction.  |
| Stop Payment Fee for ACH Debit/Preauthorized Payment Transactions | \$10.00 each  |

| <b>Optional Features:</b>   |  |
|---|--|
| Custom Card Fee   | \$4.95 per custom card, if available.                                    |
| Overdraft Protection Service Fee<br>(This optional service has Cardholder activation and eligibility requirements.) | \$15.00 per Overdraft occurrence (maximum of 3 fees per calendar month). |

Refunds are at par. **This Cardholder Agreement is effective July 1, 2013.**

This Card is issued by MetaBank, Member FDIC.

5501 S. Broadband Lane

Sioux Falls, SD 57108

**1-866-387-7363**

**[www.netspend.com](http://www.netspend.com)**

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## **CARDHOLDER AGREEMENT**

### **IMPORTANT- PLEASE READ CAREFULLY**

**FOR QUESTIONS OR ASSISTANCE, PLEASE CALL THE CUSTOMER SERVICE TOLL-FREE NUMBER (1-86-NETSPEND/1-866-387-7363) PRINTED ON THE BACK OF YOUR NETSPEND® VISA® PREPAID CARD.**

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## INTRODUCTION

### Terms and Conditions/Definitions for the NetSpend Visa Prepaid Card

This document constitutes the agreement (“**Agreement**”) outlining the terms and conditions under which the NetSpend Visa Prepaid Card and the NetSpend Visa Virtual Account have been issued by MetaBank™. “**Card Account**” means the records we maintain to account for the transactions made with your Card or Virtual Account. “**Account Number**” means the 14-digit number used to identify your Card Account. “**Card**” means the NetSpend Visa Prepaid Card issued to you by MetaBank. “**Card Number**” is the 16-digit number embossed on your Card. “**Virtual Account**” means a temporary access device issued to you by MetaBank that you may elect to obtain to access your Card Account for telephone or online transactions, without needing to present your Card. “**Issuer,**” “**we,**” “**us,**” and “**our**” means MetaBank, of Sioux Falls, South Dakota, member FDIC. “**NetSpend**” refers to NetSpend Corporation, the servicer for the NetSpend Visa Prepaid Card program and NetSpend Visa Virtual Account program, and its successors, affiliates, or assignees. Any request for a Card or Virtual Account will be processed by NetSpend, acting on behalf of the Issuer, at its offices located in Austin, Texas. NetSpend is an Independent Sales Organization pursuant to an agreement with the Issuer. “**You,**” “**your,**” “**Cardholder,**” and “**Primary Cardholder,**” refers to the person who submits an initial request for the Card and is authorized to use the Card as provided for in this Agreement. “**Secondary Cardholder**” refers to the person or persons who have received the Card at the request of the Primary Cardholder and are authorized to use the Card as provided for in this Agreement. In order to become a Cardholder, you must be an individual who can lawfully enter into and form contracts under applicable law in the state in which you reside. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

You acknowledge and agree that the value available in your Card Account is limited to the funds that you have loaded into your Card Account or have been loaded into your Card Account on your behalf. By accepting and using your Card or Virtual Account, you agree to be bound by the terms and conditions contained in this Agreement. You and any Secondary Cardholder(s) agree to sign the back of each respective Card(s) immediately upon receipt.

The expiration date of your Card is identified on the front of the Card. The expiration date of any Virtual Account you have requested is described below in the section labeled “*Virtual Account.*” The Card is a prepaid card. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. The Card is not for resale. You are the direct beneficiary of the funds loaded to your Card Account. The funds in your Card Account will be FDIC insured upon receipt by the Issuer, provided your Card is registered with us (for more information, see section labeled “*Activation/Registration*”). You will not receive any interest on your funds in your Card Account. The Card will remain the property of the Issuer and must be surrendered upon



demand. The Card and Virtual Account are nontransferable and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card and Virtual Account are not designed for business use, and we may close your Card Account if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Your Card Account does not constitute a checking or savings account and is not connected in any way to any other account, except as described in the section labeled “*Virtual Account*” or as may otherwise be indicated in any other account agreements you have entered into with us.

Write down your Card Number and the Customer Service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

### **OPENING A CARD ACCOUNT (IDENTIFICATION VERIFICATION)**

The USA PATRIOT Act is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account.

**What this means for you:** When you open a Card Account, we will ask for your name, street address, date of birth, and other information that will allow us to reasonably identify you. We may also ask to see your driver’s license or other identifying documents at any time. The same identification verification requirements apply to each Secondary Cardholder, if any are designated by you.

### **BUSINESS DAYS**

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

### **ADDRESS OR NAME CHANGES**

You are responsible for notifying us of any change in your physical address, mailing address, e-mail address, text message address, or your name, no later than two (2) weeks after said change. Any notice of change of address or name required by this Agreement may be provided to us via e-mail at [customerservice@netspend.com](mailto:customerservice@netspend.com), by telephone at **1-86-NETSPEND/1-866-387-7363**, or by mail to: NetSpend, P.O. Box 2136, Austin, TX 78768-2136.

We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent

to you at an address noted in our records shall be effective unless we have received an address change notice from you.

### **AUTHORIZED USERS**

You are responsible for all authorized transactions initiated and fees incurred by use of your Card Account. If you permit another person to have access to your Card, Virtual Account, Card Number or Personal Identification Number (“**PIN**”), we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You must notify us to revoke permission for any person you previously authorized to use your Card, Virtual Account, Card Number or PIN. If you notify us to cancel another person’s use of your Card, Virtual Account, Card Number or PIN, we may close your Card Account and issue a new Card to you with a different number. You are wholly responsible for the use of the Card Account according to the terms and conditions of this Agreement.

### **SECONDARY CARDHOLDER**

You may request an additional Card for a Secondary Cardholder. The maximum number of such additional Cards is two (2). You must notify us to revoke permission for any Secondary Cardholder you previously authorized to use the Card. If you notify us to revoke the Secondary Cardholder’s use of the Card, we may close your Card Account and issue a new Card to you with a different number. You remain liable for any and all use of any additional Card(s) you authorize.

### **ACTIVATION/REGISTRATION**

Both the Primary Cardholder and Secondary Cardholder must activate and register a Card before it can be used. Your Card Account may not have full functionality (*e.g.*, no international transactions and no Account-to-Account transfers), nor will you be able to access Card Account funds exceeding the dollar value established by either federal regulations and/or the Issuer (the “**Excess Funds**”) or reload your Card Account until your Card has been successfully registered. You may activate and register your Card by calling **1-86-NETSPEND/1-866-387-7363** or by visiting [www.netspend.com](http://www.netspend.com). You will need to provide personal information in order for us to verify your identity and the identity of any Secondary Cardholder. If we cannot successfully complete the activation/registration process, you will be entitled to receipt of any Excess Funds remaining in the Card Account by way of a Check Refund, for which the fee, disclosed in the section labeled, “*Fee Schedule*,” will be waived. We may, from time-to-time offer other no-cost methods through which Excess Funds can be made available to you.

### **PERSONAL IDENTIFICATION NUMBER**

You will not receive a PIN with your Card Account. However, you will receive a PIN once you have registered your Card with your personal information. Only one (1) PIN will be issued for each Card Account. Your PIN can be used to obtain cash (see section labeled “*Cash Access*”) or to make purchases at any Point-of-Sale (“**POS**”) device that bears the Visa®, Plus®, or PULSE® acceptance mark. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, including a Secondary Cardholder, you should advise us immediately by following the procedures described in the section labeled “*Your Liability for Unauthorized Transfers*.”

To register your Card, see the section labeled “*Activation/Registration*.”

### **CASH ACCESS**

With your PIN, you may use your Card to obtain cash from any Automated Teller Machine (“**ATM**”) or any POS device, as permissible by a Merchant, bearing the Visa®, Plus®, or PULSE® acceptance mark. ATM transactions are treated as cash withdrawal transactions. Any cash withdrawn from an ATM terminal, POS device or through a participating bank or NetSpend Reload Network location (an “**Over the Counter Cash Withdrawal**”) will be subject to the limitations set forth in the section below labeled “*Using Your Card and Virtual Account/Limitations*”). ATM withdrawals may also be subject to varying daily limits at the ATM owner’s discretion. A fee may be associated with the use of your Card to obtain cash. For information about the fee, see the section labeled “*Fee Schedule*.”

### **LOADING YOUR CARD ACCOUNT**

You may add funds to your Card Account, called “**value loading**,” at any time. Your initial value load must be at least \$10.00. The minimum dollar value of any subsequent value loads will be subject to the terms established by the individual reload location (see (a) in the following paragraph). There is no limit on the number of times you may value load your Card Account in a day, but the maximum cumulative amount of value loads is currently \$7,500.00 over any 24-hour period. The calculation of this maximum amount will take into consideration all similar transactions made with any other Card Account(s) you may have with us, whether you are a Primary Cardholder or a Secondary Cardholder.

You may value load your Card Account: (a) using in-store cash value load transactions conducted through any member of the NetSpend Reload Network (see below in this section for more information about the network); (b) by arranging to have all or a portion of your paycheck, government benefits payment, tax refund check, or other electronic funds transfer direct deposited to your Card Account using the Automated Clearing House (“ACH”) system (“**Direct Deposit**” or “**ACH Deposit**”). In order to receive Direct Deposit value loads you must provide each of your payment providers with Issuer’s routing number and your assigned Account Number (see below for details about routing information); and (c) by arranging for the transfer of funds originating from: (i) a financial institution located in the United States; (ii) another Cardholder; and/or (iii) another Card Account. There may be fees associated with these methods of value loading. For information about the fees, see the section labeled “*Fee Schedule.*”

Personal checks, cashiers’ checks, and money orders sent to the Issuer are not acceptable forms of value loading. All checks and money orders sent to the Issuer for Card Account loading will be returned unless your Card Account has a negative balance at the time such check or money order is received, in which case the Issuer may in its discretion choose to apply the check or money order proceeds to the negative balance owed.

A NetSpend Reload Network Location Finder service is available by visiting [www.loadnetspend.com](http://www.loadnetspend.com); by enrolling in and using our Anytime Alerts™ short message service (*typically referred to as an “SMS” message*); or by calling **1-86-NETSPEND/1-866-387-7363**. There may be a fee associated with calling Customer Service. For information about the fee, see the section labeled “*Fee Schedule.*”

## **USING YOUR CARD AND VIRTUAL ACCOUNT/LIMITATIONS**

**Card Account Access:** Subject to the limitations set forth in this Agreement, you may use your Card to (1) withdraw cash from your Card Account (see section labeled “*Cash Access*”); (2) load funds to your Card Account (see section labeled “*Loading Your Card Account*”); (3) transfer funds between your Card Accounts whenever you request; (4) transfer funds from your Card Account to another NetSpend cardholder account; (5) purchase or lease goods or services wherever Visa debit cards are accepted, and (6) pay bills directly from your Card Account in the amounts and on the days you request. Some of these services may not be available at all terminals. You may also use your Virtual Account to purchase or lease goods or services or make payments by telephone or online, without presenting your Card (see the section labeled “*Virtual Account*”). There may be fees associated with some of these transactions. For information about the fees, see the section labeled “*Fee Schedule.*”

**Limitations on frequency of transfers:** For security reasons, we may limit the amount or number of transactions you can make with your Card or Virtual Account.

**Limitations on dollar amounts of transfers:** (1) When using a registered Card, you may make a total of \$940.00 in ATM withdrawals during any 24-hour period. (2) No individual transfer made with your Card or Virtual Account may exceed \$4,999.00 (including cash withdrawals, purchases, value loads, bill payment and account-to-account transfers). (3) The maximum cumulative amount of value loads may not exceed \$7,500.00 over any 24-hour period. (4) The maximum value of your Card Account is restricted to \$15,000.00 at any point in time. We will determine any maximum values by aggregating the activity and value of all Card Accounts you may have with us, whether you are a Primary Cardholder or a Secondary Cardholder.

Each time you use your Card or Virtual Account, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You may not exceed the available amount in your Card Account through an individual transaction or a series of transactions – unless we decide, in our sole discretion, to approve such transaction(s) because you have qualified for (a) Purchase Cushion coverage or (b) the Overdraft Protection Service. If you do not qualify for either the Purchase Cushion or the Overdraft Protection Service (each defined in more detail below), and any transaction(s) exceeds the balance of the funds available in your Card Account, you shall remain fully liable to us for the amount of the transaction(s) and any applicable transaction fee(s). You agree to pay us promptly for the negative balance. If you have not added sufficient funds to your Card Account to cover the negative balance within sixty (60) days of its creation, **we will have the right to cancel your Card Account and pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other Card Account(s) you may have with us.** In all instances described above, loads to your Card Account may be made via Direct Deposit or any of the other load methods described in this Agreement.

If you do not have enough funds available in your Card Account, you can instruct the Merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called “split transactions.” Some Merchants do not allow cardholders to conduct split transactions. If you wish to conduct a split transaction and it is permitted by the Merchant, you must tell the Merchant to charge only the exact amount of funds available in your Card Account to the Card. You must then arrange to pay the difference using another payment method. Some Merchants may require payment for the remaining balance in cash. If you fail to inform the Merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

If you use your Card at an automated fuel dispenser (“pay at the pump”), the Merchant may preauthorize the transaction amount up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the Merchant may preauthorize the

transaction amount for the purchase amount plus up to 20% more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorized amount will result in the placement of a “hold” on your available funds until the Merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. If we do not receive the final payment amount, the preauthorized amount on hold will remain in place for thirty (30) days. During a hold period, you will not have access to the preauthorized amount.

If you use your Card Number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself (see the section labeled “*Virtual Account*” for additional information about how to obtain and use a Virtual Account).

You may not use your Card Number or the Issuer’s routing number and your assigned Account Number in connection with the creation and/or negotiation of any financial instruments such as checks, which we have not authorized.

Your Card cannot be redeemed for cash. You may not use your Card or Virtual Account for online gambling or any illegal transaction.

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card or Virtual Account, except as otherwise permitted in this Agreement. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold (see the section labeled “*Returns and Refunds*,” in addition to previous information addressed in this section).

## **VIRTUAL ACCOUNT**

To purchase or lease goods or services or make payments by telephone or online, without needing to provide your actual Card Number, you may request up to three (3) active Virtual Accounts. Each Virtual Account consists of a 16-digit account number, a 3-digit security code, and an expiration date.

Each Virtual Account expires one year from the last day of the calendar month during which the Virtual Account was created. For example, if a Virtual Account is created on February 24, 2011, its expiration date is February 29, 2012.

When you use your Virtual Account without presenting your Card, the legal effect will be the same as if you used the Card itself. You must first register your Card with us before you can request a Virtual Account (see the section labeled “*Activation/Registration*”).

## **HOW TO QUALIFY FOR AN UPGRADE TO A NETSPEND PREMIER CARD ACCOUNT**

**To qualify for an upgrade to a NetSpend Premier Card Account, your Card Account must receive a total of \$500.00 in Direct Deposit funds within one (1) calendar month. Once you have met the qualification requirement, your Card Account will be automatically upgraded to a NetSpend Premier Card Account and you will have access to special Card Account benefits.**

NetSpend Premier Card Account benefits include a discounted optional purchase transaction fee plan (the “**NetSpend Premier FeeAdvantage Plan**” or “**NetSpend Premier FAP**”); a purchase buffer of up to \$10.00 (the “**Purchase Cushion**”); and access to the NetSpend National Savings Program (the “**Savings Account**”). For information about the NetSpend Premier FAP, see the section labeled “*Fee Schedule.*” For information about the Purchase Cushion, see the sectioned labeled “*Purchase Cushion and Optional Overdraft Protection.*” For information about how to open a Savings Account, visit [www.netspend.com](http://www.netspend.com).

#### **PURCHASE CUSHION AND OPTIONAL OVERDRAFT PROTECTION**

The features of the Purchase Cushion and the optional Overdraft Protection Service are described below.

**IMPORTANT - The Purchase Cushion and the Overdraft Protection Service are SEPARATE features. A Cardholder may NOT receive the benefits of the Purchase Cushion and the Overdraft Protection Service at the same time.**

##### *(A) How the Purchase Cushion Works:*

The Purchase Cushion is a special feature available exclusively to Cardholders who have qualified for an upgrade to a NetSpend Premier Card Account. For information about how to qualify for an upgrade to a NetSpend Premier Card Account, please see the section above labeled “*How to Qualify for an Upgrade to a NetSpend Premier Card Account.*” As described above in the section labeled “*Using Your Card and Virtual Account/Limitations,*” you generally do not have the right to make transactions or incur fees in amounts exceeding the available balance of your Card Account. We reserve the right to deny any transaction if available funds in your Card Account are insufficient to cover any transaction, fees, or other charges.

However, as a non-contractual courtesy, and in our sole discretion, upon qualifying for an upgrade to the NetSpend Premier Card Account, we may from time-to-time approve purchase transactions that you request that create up to a \$10.00 negative balance in your Card Account. We refer to this feature as the Purchase Cushion. You will not be assessed any fees for Purchase Cushion coverage.

If you meet our eligibility requirements, we may authorize negative balances resulting from Personal Identification Number (“PIN”)-based and signature-based transactions initiated using your Card or Virtual Account. Bill pay transactions initiated through the PayAnyone bill pay service are not eligible for Purchase Cushion coverage, nor are ATM transactions or ACH debit transactions initiated using the Issuer’s routing number and your assigned Card Account number. You may receive only one (1) \$10.00 negative balance allowance at a time. Negative balances are approved at our discretion on a per transaction basis. It is important to keep track of the value in your Card Account because it will be your responsibility to determine if you have incurred a negative balance.

If you make a transaction that creates a negative balance in your Card Account, you agree that within thirty (30) days of its creation you will add sufficient funds to your Card Account to cover the negative balance so that your Card Account has a zero or positive balance, or that you will otherwise immediately pay such an amount to us in full upon demand. If after thirty (30) days you have not added sufficient funds to cover your negative balance, your Card Account will remain open to receive credits and loads, which will automatically be applied to your negative balance before they are available to you; however, you will not be able to make any transactions using your Card or Virtual Account until your Card Account has a positive balance, *i.e.*, sufficient funds to cover the negative balance. If you have not added sufficient funds to your Card Account to cover the negative balance within sixty (60) days of its creation, **we will have the right to cancel your Card Account and pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other Card Account(s) you may have with us.** In all instances described above, loads to your Card Account may be made via Direct Deposit or any of the other load methods described in this Agreement.

Should you voluntarily discontinue use of your Card, you shall remain responsible for the negative balance in your Card Account and agree that any credits or loads made to your Card will be used to offset the value of the negative balance, if any.

You acknowledge that a negative balance in your Card Account does not constitute a contractual open end line of credit. If we permit a negative balance on one or more occasions, we do not thereby obligate ourselves to permit a negative balance on any future occasion, and we may refuse to pay a negative balance for you at any time, even though we may have previously paid negative balances up to the \$10.00 limit for you. We have no obligation to notify you before we approve or decline a transaction that would result in a negative balance in your Card Account. Items will be approved or declined in the order they are received.

*(B) How the optional Overdraft Protection Service (the “Service”) Works:*

You generally do not have the right to make transactions or incur fees in amounts exceeding the balance of your Card Account; however, as a non-contractual courtesy,



the Service is available on your Card Account if you elect to participate (*i.e.*, opt-in) and you have met each of the activation and eligibility requirements described below.

If you choose to participate in the Service, it is that program only that will provide coverage, at our discretion, for any negative balances. If you opt-out of the Service or your participation in the Service ends or is suspended for any reason, and you have continuously used and maintained your Card Account in accordance with the terms of this Agreement, the Purchase Cushion feature may be made available to you at our discretion.

*a. Activation and Eligibility*

To activate the Service on your Card Account you must take each of the following steps: (1) consent to the delivery of electronic communications and provide a valid email address so that we can contact you if you overdraw your Card Account (see the section labeled “*Delivery of Electronic Communications*” for a description of what giving your consent means); (2) review and accept the terms pertaining to the Service; (3) enroll in the Service (*i.e.*, opt-in); and (4) receive an ACH Deposit of at least \$200.00 to your Card Account every thirty (30) days. The Service will be activated on your Card Account thirty-six (36) days after you receive your first ACH Deposit of at least \$200.00 and you satisfy each of the steps described in this paragraph. ACH Deposits received prior to enrollment in the Service will be considered for the purpose of determining your eligibility for activation of the coverage. If you fail to receive an ACH Deposit of at least \$200.00 every thirty (30) days, or your Card Account has a negative balance for more than thirty (30) days, the Service will be immediately deactivated. Your Card Account will remain open to receive credits and loads that will automatically be applied to your negative balance before they are available to you. If the Service is deactivated, you must retake each of the steps described in this paragraph in order to reactivate coverage.

If your Card Account has a negative balance for more than thirty (30) days on three (3) separate occasions or on any one (1) occasion for more than sixty (60) days, the Service will be permanently deactivated. If your Card Account has a negative balance for more than sixty (60) days, we may also elect to close your Card Account at any time thereafter and retain the right to pursue collection of any amounts owed at our sole and absolute discretion.

We will send you email notifications whenever (a) a transaction results in a negative balance in your Card Account; (b) an Overdraft Protection Service Fee is assessed (if applicable) (see Section B, below, for details about the fee), and (c) the Service is activated or deactivated for your Card Account. If you delete your email address from our Cardholder records or withdraw your consent to receive electronic communications from us, the Service will be immediately deactivated. We cannot accept responsibility for any email messages not received by you, or for any delay in the receipt or delivery of any email notifications. If you make your email address available to any other

individual, you agree that you are responsible for any release of any Card Account information to such individual. It is your sole responsibility to ensure that the email address you provide to us is current and accurate. We are not responsible for loss of messages and other consequences if you do not provide an accurate and current email address.

*b. Terms of Use*

Your participation in the Service is subject to the terms of this Agreement and you may incur fees. The fees for the Service are described here, and in the section labeled “*Fee Schedule.*” The Overdraft Protection Service Fee (if applicable) is applied to certain transactions described below that result in a negative balance (“**Overdraft(s)**”) and is in addition to any other fees ordinarily applicable to a transaction. **The Overdraft Protection Service Fee is \$15.00 for each transaction that overdraws your Card Account by more than \$10.00, up to a maximum of three (3) Overdraft Protection Service Fees per calendar month.** Multiple Overdraft Protection Service Fees may be charged if multiple overdraft transactions are approved on the same day. All transactions are processed in the order in which settlements are received, with the exception of multiple ACH debits received on the same day, which will be processed in order from smallest to largest.

If you are enrolled in the Service and meet our eligibility requirements, we may authorize and pay Overdrafts resulting from PIN- and signature-based purchase transactions initiated using your Card or Virtual Account, ATM withdrawals and ACH debit transactions that you initiate or authorize someone else to initiate. Bill pay transactions initiated through the PayAnyone bill pay service are not eligible for coverage. It is important to keep track of the value in your Card Account because it will be your responsibility to determine if you have overdrawn your Card Account balance, the day and time the Overdraft occurred, and the amount of any Overdraft that is approved.

**Once your Card Account has an overdrawn balance greater than \$10.00, you will have twenty-four (24) hours to reload your Card Account with funds sufficient to bring your Card Account to a zero or positive balance without incurring any Overdraft Protection Service Fee(s) (“Grace Period”).** If you fail to bring your Card Account back to a zero or positive balance within 24 hours from the time of the first transaction causing an overdrawn balance greater than \$10.00, you will incur an Overdraft Protection Service Fee for each transaction approved after your Card Account balance was greater than \$10.00 overdrawn, subject to the limitations described here.

You will receive an email (and an SMS text message if you are enrolled in Anytime Alerts™) notifying you when an Overdraft occurs. We will tell you where and when the transaction occurred and its amount. If the Overdraft was the first transaction to cause an overdrawn balance greater than \$10.00, we will also tell you when the Grace Period ends for the purpose of avoiding payment of the Overdraft Protection Service Fee(s).

You agree that within thirty (30) days of any Overdraft occurrence on your Card Account you will add funds sufficient to bring your Card Account to a zero or positive balance, or that you will immediately pay such amount(s) to us in full upon demand. The Service is offered in our sole and absolute discretion as a non-contractual courtesy to you, and as such, we may elect to deactivate the Service for your Card Account at any time, refuse to authorize any transaction that exceeds your Card Account balance, modify eligibility or activation requirements, modify or change the Service Fee, limits, or any other aspect of the Service, and/or terminate the Service in its entirety at any time.

Once you have opted-in to the Service, you may opt-out at any time online or by calling **1-86-NETSPEND/1-866-387-7363** during normal Customer Service hours. To see the hours of operation, refer to the section labeled "*Customer Service.*" Should you choose to opt-out of the Service you remain responsible for any negative balance(s) in your Card Account and agree that any credits or loads made to your Card Account will be used to offset the value of the negative balance(s), if any.

You acknowledge that your participation in the Service and the settlement by us of any transactions exceeding your available Card Account balance does not constitute a contractual open-end line of credit. Our authorization or settlement of any transaction on one or more occasions does not obligate us to authorize or settle future transactions. We may refuse the authorization or settlement of any transaction for you at any time. We have no obligation to notify you before we approve or decline a transaction that would result in an Overdraft in your Card Account.

#### **PREAUTHORIZED DEBITS AND CREDITS**

Your assigned Account Number and the Issuer's bank routing number can be used for arranging both direct deposits and recurring payments to merchants, internet service or other utility providers ("**Merchants**"). You may also arrange for recurring payments to Merchants using your Card Number or the bill pay services made available through our third party service providers.

If you have arranged to have Direct Deposits made to your Card Account at least once every sixty (60) days from the same person or company, you can call us at **1-86-NETSPEND/1-866-387-7363** to find out whether or not the deposit has been made. There may be a fee associated with calling Customer Service. For information about the fee, see the section labeled "*Fee Schedule.*"

#### **Right to Stop Payment and Procedure for Doing So:**

To stop a recurring payment to a Merchant you have preauthorized to debit your Card Account, you must first contact the Merchant to request the recurring payment be cancelled. If you have arranged for recurring payments to a Merchant using the bill pay

services available through our third party service providers, you should first contact the applicable third party service provider to cancel the recurring payment.

If the Merchant or bill payment service provider with whom you have arranged recurring payments from your Card Account is unable or unwilling to stop your payment, you can call us at **1-86-NETSPEND/1-866-387-7363** or write us at: NetSpend, P.O. Box 2136, Austin, TX 78768-2136 to request a stop on such payment. We must receive your request at least three (3) business days before the payment is scheduled to be made. Such a stop payment request will cancel a single, *i.e.*, one (1), recurring payment. If you want to permanently stop all recurring payments to a specific Merchant then we require you to put your request in writing and get it to us within fourteen (14) days after you tell us you want to stop such payments. There is a fee associated with each stop payment order you give. For information about the fee, see the section labeled "*Fee Schedule.*"

**Notice of Varying Amounts:**

If the recurring payments you make might vary in amount, the person you are going to pay will tell you the payment date and the amount of the payment ten (10) days before each payment is scheduled to take place. *(You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)*

**Liability for Failure to Stop Payment of Preauthorized Transfer:**

If you order us to stop a preauthorized payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**FRAUDULENT OR CRIMINAL CARD ACCOUNT OR VIRTUAL ACCOUNT ACTIVITY**

We reserve the right to block or cancel your Card Account or Virtual Account if, as a result of our policies and processes we detect what we reasonably believe to be fraudulent, suspicious or criminal activity or any activity that is inconsistent with this Agreement. We will incur no liability to you because of the unavailability of the funds that may be associated with your Card Account and/or Virtual Account.

**RETURNS AND REFUNDS**

If you are entitled to a refund for any reason for goods or services obtained with your Card or Virtual Account, you agree to accept credits to your Card Account for such

refunds and agree to the refund policy of that Merchant. If you have a problem with a purchase that you made with your Card or Virtual Account, or if you have a dispute with the Merchant, you must attempt to handle it directly with the Merchant. There may be a delay of up to five (5) days or more from the date the refund transaction occurs until the date the refund amount is credited to your Card Account.

### **CARD REPLACEMENT**

If you need to replace your Card for any reason, please contact us at **1-86-NETSPEND/1-866-387-7363** to request a replacement Card. You will be required to provide personal information which may include your Card Number, full name, transaction history, and similar information to help us verify your identity. There is a fee for replacing your Card. For information about the fee, see the section labeled "*Fee Schedule*."

### **TRANSACTIONS MADE IN FOREIGN CURRENCIES AND/OR WITH MERCHANTS LOCATED IN FOREIGN COUNTRIES**

- A. If you obtain funds or make a purchase in a currency other than the currency in which your Card Account was issued, the amount deducted from your funds will be converted by Visa U.S.A. Inc. ("**Visa**") into an amount in the currency of your Card Account. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. This percentage amount is independent of any amount taken by the Issuer in accordance with this Agreement, and,
- B. If you obtain funds or make a purchase in a currency other than the currency in which your Card Account was issued, or conduct a transaction with a Merchant located outside the U.S., Puerto Rico, the U. S. Virgin Islands, Guam, or the Marianas Islands, the Issuer will deduct a 3.5% foreign transaction fee ("**Foreign Transaction Fee**") based on the amount of the transaction, in the currency of your Card Account. The Issuer will retain this fee as compensation for its services.

### **RECEIPTS**

You should get a receipt at the time you make a transaction using your Card or Virtual Account. You agree to retain, verify, and reconcile your transactions and receipts. You can get a receipt at the time you make any transfer from your Card Account using one of our ATM terminals.

### **CARD ACCOUNT BALANCE/PERIODIC STATEMENTS**

You are responsible for keeping track of the available balance of your Card Account. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may determine your available balance by accessing your Card Account online at [www.netspend.com](http://www.netspend.com); by enrolling in the Anytime Alerts SMS service; or by calling **1-86-NETSPEND/1-866-387-7363** (there will be a fee for this call, see below). A sixty (60) day history of account transactions is available free of charge at [www.netspend.com](http://www.netspend.com). Statements in electronic format will also be made available free of charge at [www.netspend.com](http://www.netspend.com) for each month in which a transaction occurs. You will not automatically receive paper statements. You have the right to obtain a sixty (60) day written history of account transactions by calling **1-86-NETSPEND/1-866-387-7363**, or by writing to us at NetSpend, P.O. Box 2136, Austin, TX 78768-2136. **There is a fee for obtaining a written history.** For information about each of the fees described in this section, see the section labeled "*Fee Schedule.*"

## **CONFIDENTIALITY**

We may disclose information to third parties about your Card Account or the transactions you make:

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card or Virtual Account for a third party, such as a Merchant;
- (3) In order to comply with government agency or court orders, or other legal reporting requirements;
- (4) If you give us your written permission; or
- (5) To our employees, auditors, affiliates, service providers, or attorneys, as needed.

## **OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS**

If we do not properly complete a transaction to or from your Card Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If through no fault of ours, you do not have enough funds available in your Card Account to complete the transaction;
- (2) If a Merchant refuses to accept your Card or Virtual Account;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (5) If access to your Card Account has been blocked after you reported your Card, Virtual Account or PIN lost or stolen;
- (6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (9) Any other exception stated in our Agreement with you.

## **INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS**

In case of errors or questions about your Card Account, telephone us at **1-86-NETSPEND/1-866-387-7363**, write to us at NetSpend, P.O. Box 2136, Austin, TX 78768-2136, or email us at [customerservice@netspend.com](mailto:customerservice@netspend.com) as soon as you can, if you think an error has occurred in your Card Account. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at **1-86-NETSPEND/1-866-387-7363** or writing to us at NetSpend, P.O. Box 2136, Austin, TX 78768-2136.

You will need to tell us:

1. Your name and Card Number.
2. Why you believe there is an error, and the dollar amount involved.
3. Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card Account within ten (10) business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Card Account.

For errors involving new Card Accounts, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Card Accounts, we may take up to twenty (20) business days to credit your Card Account for the amount you think is in error.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at **1-86-NETSPEND/1-866-387-7363** or visit [netspend.com](http://netspend.com).

#### **LOST OR STOLEN CARDS/UNAUTHORIZED TRANSFERS**

If you believe your Card, Virtual Account or PIN has been lost or stolen, call **1-86-NETSPEND/1-866-387-7363** or write to: NetSpend, P.O. Box 2136, Austin, TX 78768-2136. You should also call the number or write to the address shown here if you believe an electronic fund transfer has been made using the information from your Card, Virtual Account or PIN without your permission.

#### **Your Liability for Unauthorized Transfers**

Contact us AT ONCE if you believe your Card, Virtual Account or PIN has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission. Telephoning us at **1-86-NETSPEND/1-866-387-7363** is the best way to minimize your possible losses. You could lose all the money in your Card Account.

Under Visa Rules, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you notify us within two (2) business days and you are not grossly negligent or fraudulent in the handling of your Card, PIN or Virtual Account. This reduced liability does not apply to PIN transactions not processed by Visa or ATM cash withdrawals.

If you notify us within two (2) business days after you learn of the loss or theft of your Card, Virtual Account or PIN, you can lose no more than \$50.00 if someone used your Card, Virtual Account or PIN without your permission. If you do NOT notify us within



two (2) business days after you learn of the loss or theft of your Card, Virtual Account or PIN and we can prove that we could have stopped someone from using your Card, Virtual Account or PIN without your permission if you had promptly notified us, you could lose as much as \$500.00. If your Card or PIN has been lost or stolen, we will deactivate your Card and issue you a new Card to keep losses down.

Also, if you become aware of and/or your electronic history shows transactions that you did not make, including those made by your Card or other means, notify us at once following the procedures stated in the section labeled "*Information About Your Right to Dispute Errors*" appearing above. If you do not tell us within 60 days of the earlier of the date you electronically access your account, if the unauthorized transaction could be viewed in your electronic history, or the date we sent the FIRST written history on which the unauthorized transfer appeared, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period.

## **MISCELLANEOUS**

Your Card Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card or Virtual Account is subject to all applicable rules and customs of any clearinghouse or other network or association involved in transactions. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the State of South Dakota except to the extent governed by federal law.

## **AMENDMENT AND CANCELLATION**

We may (a) amend or change the terms and conditions of this Agreement or (b) cancel or suspend your Card Account or this Agreement at any time without prior notice to you except as required by applicable law. You may cancel this Agreement by returning the Card (if applicable) to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event your Card Account is cancelled, closed, or terminated for any reason, so long as you used your Card Account in accordance with the terms of this Agreement, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. Unless you are eligible for receipt of "Excess Funds," as described in the section labeled, "Activation/Registration," there is a fee for this service. For information about the fee, see the section labeled "*Fee Schedule.*" **The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.**

We will comply with unclaimed property laws and appropriately engage in escheatment activities as required by state law.

## **DELIVERY OF ELECTRONIC COMMUNICATIONS**

The following E-Sign Disclosure and Consent (“**Disclosure**”) applies to any and all communications or disclosures that we are legally required to provide to you in writing in connection with your Card Account and any related products and services (“**Communications**”), to the extent you have consented to receiving such Communications electronically. If you have not consented and would like to receive Communications electronically from us, please visit us online at [www.netspend.com](http://www.netspend.com). **If you wish to participate in the optional Overdraft Protection Service you must consent to receive Communications from us in electronic form throughout the entire duration of your participation in Overdraft Protection Service. If you withdraw your consent to receive Communications, your participation in Overdraft Protection Service will be immediately deactivated.**

1. **Scope of Communications to Be Provided in Electronic Form.** When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Card Account and any related products or services
- Your Cardholder Agreement and any notices about a change in terms of your Cardholder Agreement
- Privacy policies and notices
- Error Resolution policies and notices
- Responses to claims filed in connection with your Card Account
- Notices regarding insufficient funds or negative balances

2. **Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided either (1) via e-mail (if you have elected to receive e-mail messages from us), (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to the [www.netspend.com](http://www.netspend.com) website.

3. **How to Withdraw Consent.** You may withdraw your consent to receive Communications in electronic form at any time by contacting us at 1-86-NETSPEND/1-

**866-387-7363** or visiting the [www.netspend.com](http://www.netspend.com) web site. If you do withdraw your consent, we will send subsequent Communications to you in writing to the most current mailing address we have for you in our records. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your request for withdrawal. In the meantime, you will continue to receive Communications in electronic form. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

**4. How to Update Your Records.** It is your responsibility to provide us with a true, accurate and complete e-mail address (if you have elected to receive e-mail messages from us), your contact information, and other information related to this Disclosure and your Card Account, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through [www.netspend.com](http://www.netspend.com) or by contacting us at **1-86-NETSPEND/1-866-387-7363**.

**5. Requesting Paper Copies.** We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by calling **1-86-NETSPEND/1-866-387-7363** or writing to us at NetSpend, P.O. Box 2136, Austin, TX 78768-2136. We may charge you a service charge for the delivery of paper copies of certain Communications provided to you electronically pursuant to this authorization. See the *Fee Schedule* for details about this service charge. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

**6. Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

## **CUSTOMER SERVICE**

For customer service or additional information regarding your Card Account, please contact us at:

NetSpend  
P.O. Box 2136  
Austin, Texas 78768-2136  
**1-86-NETSPEND/1-866-387-7363**

Customer Service agents are available to answer your calls:  
Monday through Friday, 8 a.m. to 10 p.m. CT  
Saturday and Sunday, 8 a.m. to 8 p.m. CT, excluding holidays.

Card Account balance inquiries made by telephone are subject to a fee. For information about the fee, see the section labeled "*Fee Schedule.*"

#### **TELEPHONE MONITORING/RECORDING**

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

#### **NO WARRANTY REGARDING GOODS AND SERVICES**

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card or Virtual Account.

#### **ARBITRATION**

**Purpose:** This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

**Definitions:** As used in this Arbitration Provision the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Card Account or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card Account; (ii) the amount of available funds in your Card Account; (iii) advertisements, promotions or oral or written statements related to your Card Account, or goods or services purchased with your Card or Virtual Account; (iv) the benefits and services related to your Card Account; and (v) your enrollment for any Card or Virtual Account. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court.

As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Issuer, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or

providing any product, service or benefit in connection with any Card Accounts (including, but not limited to merchants who accept the Card or Virtual Account, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms “you” or “yours” shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional Cardholders.

**Initiation of Arbitration Proceeding/Selection of Administrator:** Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services (“**JAMS**”) or the American Arbitration Association (“**AAA**”), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); or (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).

**Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE “CODE”). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.**

**Restrictions on Arbitration:** If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator’s authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator’s authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with

Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

**Location of Arbitration/Payment of Fees:** Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to the mailing address we have in our records and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

**Arbitration Procedures:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the “**FAA**”). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party’s notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party’s submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator’s decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will

appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant’s written notice. The decision of the panel shall be by majority vote and shall be final and binding.

**Continuation:** This Arbitration Provision shall survive termination of your Card Account as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreements you may have had with us, each of which shall be enforceable regardless of such invalidity.

**FEE SCHEDULE**

**All fees will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on your Card Account, except where prohibited by law. Any time your remaining Card Account balance is less than the fee amount being assessed, the balance of your Card Account will be applied to the fee amount.**

**Cost to Open Account/Card Purchase Fee:** Fee will be determined and assessed by operator of retail location. In no event will the fee exceed \$9.95.

**Refund Policy:** The Card Purchase Fee is not refundable. Please call Customer Service with questions about our refund policy.

| <b>Three Purchase Plan Options:</b>  | <b>Pay-As-You-Go<sup>SM</sup> Plan*</b>                    | <b>FeeAdvantage<sup>TM</sup> Plan</b>                      | <b>NetSpend Premier<sup>®</sup> FeeAdvantage Plan***</b>   |
|--------------------------------------|--|--|--|
| Monthly Fee                          | None   | \$9.95   | \$5.00   |
| Signature Purchase Transaction Fee** | \$1.00 each  | Included in Plan   | Included in Plan   |
| PIN Purchase Transaction Fee**       | \$2.00 each  | Included in Plan   | Included in Plan   |
| Foreign Transaction Fee              | 3.5% of the U.S. Dollar amount of the purchase transaction | 3.5% of the U.S. Dollar amount of the purchase transaction | 3.5% of the U.S. Dollar amount of the purchase transaction |

\* This Purchase Plan is automatically effective on your Card Account when you first obtain the Card. If you wish to change to another Purchase Plan, just call 1-86-NETSPEND or visit [www.netspend.com](http://www.netspend.com).

\*\*During checkout, select “CREDIT” on the keypad to make a Signature Purchase, or select “DEBIT” and enter your PIN to make a PIN Purchase.

\*\*\* Cardholder must receive \$500 in Direct Deposit(s) in one (1) calendar month to qualify for this optional Purchase Plan. An eligible Cardholder who is on the Pay-As-You-Go Plan may call 1-86-NETSPEND or visit [www.netspend.com](http://www.netspend.com) to change to this Purchase Plan; a Cardholder already enrolled in the \$9.95 FeeAdvantage Plan will be automatically changed to this Purchase Plan at the discounted rate.

**Withdraw Cash (See our tip on how to avoid ATM fees below)**

|   |   |
|---|---|
| Over the Counter Cash Withdrawal Fee at a financial institution   | \$2.50 per withdrawal, plus the Foreign Transaction Fee, if applicable. A fee may also be assessed by the financial institution and may vary from location to location. |
| Over the Counter Cash Withdrawal Fee at a NetSpend Reload Network location  | Fee may be assessed by reload location and may vary from location to location. Service not available in all reload locations.   |
| Domestic ATM Cash Withdrawal Fee  | \$2.50 per withdrawal, plus ATM owner fees, if any.   |
| International ATM Cash Withdrawal Fee   | \$4.95 per withdrawal, plus the Foreign Transaction Fee, and ATM owner fees, if any.  |
| Foreign Transaction Fee   | 3.5% of the U.S. Dollar amount of the cash withdrawal   |
| ATM Transaction Decline Fee   | \$1.00 each   |
| <b>Tip to avoid ATM fees:</b> Select "DEBIT" and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores. |   |

|   |  |
|---|--|
| <b>Add Money To Your Account:</b>                                       |  |
| Direct Deposit Fee  | No fee   |
| Fee to add cash or check proceeds at a NetSpend Reload Network location | Fee may be assessed by reload location and may vary from location to location.   |
| Bank Transfer Fee   | Visit your online Account Center to learn how to transfer funds to your Card from another bank account using a bank debit card or account number. Fees are determined and may be charged to the transferor's bank account by the service provider or originating bank. |
| Account-to-Account Transfer Fee via website or text message             | No fee; standard text message rates may apply.   |
| Account-to-Account Transfer Fee via Customer Service agent              | \$4.95 each  |

|  |   |
|--|---|
| <b>Manage Your Account:</b>  |   |
| Balance Inquiry Fee  | No fee using Online Account Center<br>No fee using Anytime Alerts text or e-mail message; standard text message rates may apply<br>\$0.50 each via Toll-Free Number automated service; fee waived for NetSpend Premier Cardholders<br>\$0.50 each via Toll-Free Number Customer Service agent<br>\$0.50 each via ATM  |
| Check Refund, Paper Communications or Statement Mailing Fee  | \$5.95 each   |
| Additional Card Fee  | \$9.95 each   |
| Lost, Stolen or Damaged Card Replacement Fee   | \$9.95 each   |
| Account Maintenance Fee (also referred to as the Account Inactivity Fee)   | \$5.95 per month (fee applies if Card Account has not had any activity, that is, no purchases; no cash withdrawals; no load transactions; or no balance inquiry fee for 90 days.) If enrolled in the FeeAdvantage Plan (FAP) or NetSpend Premier FAP and your Card Account has had no activity as described above, this fee applies instead of the FAP Fee. |
| Overdraft Protection Service Fee (This optional service has Cardholder activation and eligibility requirements.) | \$15.00 per Overdraft occurrence (maximum of 3 fees per calendar month).  |



| <b>Make Payments:</b>   |   |
|---|---|
| Bill Payment Fee  | In addition to the one or more no-cost bill payment methods made available through third-party service providers, you can see a full range of options, including ACH Debit/ Preauthorized Payment Transactions, and the applicable fees in your online Account Center. Fees are determined and assessed by third-party service providers. |
| ACH Debit/ Preauthorized Payment Transaction Decline Fee          | \$1.00 for each such declined transaction.  |
| Stop Payment Fee for ACH Debit/Preauthorized Payment Transactions | \$10.00 each  |

| <b>Optional Features:</b> |                                       |
|---------------------------|---------------------------------------|
| Custom Card Fee           | \$4.95 per custom card, if available. |

Refunds are at par. **This Cardholder Agreement is effective January 17, 2012.**

This Card is issued by MetaBank pursuant to a license from Visa U.S.A. Inc.

NS Premier Visa GPR – META - PC/ODP - Eng - 31Aug11

## Choose the plan that's right for you.

### Pay-As-You-Go<sup>SM</sup> Plan

- No monthly fee
- Flexibility to pay fees for only the services you use
- Ideal for occasional card users

### Monthly Plan

- Monthly fee of \$7.98
- Unlimited Signature and PIN purchases
- Ideal for card users who make more than 8 purchases a month

### Annual Plan

- Annual fee of \$59.98
- Unlimited Signature and PIN purchases
- Ideal for frequent card users



To change your plan, please [login](#) to your account or call Customer Service at 1-866-226-1551.

| Three Purchase Fee Plan Options:      | Pay-As-You-Go <sup>SM</sup> Plan*                           | Monthly Plan  | Annual Plan**  |
|---------------------------------------|---|---|--|
| Plan Fee                              | None.   | \$7.98 per month, to be billed to the Card Account on the same day each calendar month. | \$59.98 per year, to be billed to the Card Account on the same day each calendar year. |
| Signature Purchase Transaction Fee*** | \$1.00 each.  | Included in Plan.   | Included in Plan.  |
| PIN Purchase Transaction Fee***       | \$2.00 each.  | Included in Plan.   | Included in Plan.  |
| Foreign Transaction Fee               | 3.5% of the U.S. Dollar amount of the purchase transaction. | 3.5% of the U.S. Dollar amount of the purchase transaction.                             | 3.5% of the U.S. Dollar amount of the purchase transaction.                            |

\*This Purchase Fee Plan is automatically effective on your Card Account when you first obtain the Card. If you wish to change to another Purchase Fee Plan, call 1-866-226-1551.

\*\*No portion of the Annual Plan Fee is refunded if you close your Card Account prior to the end of the year covered by the fee.

\*\*\*During checkout, select "CREDIT" on the keypad to make a Signature Purchase, or select "DEBIT" and enter your PIN to make a PIN Purchase.

| Withdraw Cash (See our tip on how to avoid ATM fees below)  |   |
|---|---|
| Domestic ATM Cash Withdrawal Fee  | \$2.50 per withdrawal, plus ATM owner fees, if any.   |
| International ATM Cash Withdrawal Fee   | \$4.95 per withdrawal, plus the Foreign Transaction Fee, and ATM owner fees, if any.  |
| Over the Counter Cash Withdrawal Fee at a financial institution (also referred to as the "OTC Fee")   | A fee may be assessed by the financial institution and may vary from location to location. A Foreign Transaction Fee may apply. |
| Over the Counter Cash Withdrawal Fee at a NetSpend Reload Network location (also referred to as the "OTC Fee")                                    | Fee may be assessed by reload location and may vary from location to location. Service not available in all reload locations.   |
| Foreign Transaction Fee   | 3.5% of the U.S. Dollar amount of the cash withdrawal.  |
| ATM Transaction Decline Fee   | \$1.00 each.  |
| <b>Tip to avoid ATM fees:</b> Select "DEBIT" and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores. |   |

| Add Money To Your Account:  |  |
|---|--|
| Direct Deposit Fee  | None.  |
| Fee to add cash or check proceeds at a NetSpend Reload Network location | Fee may be assessed by reload location and may vary from location to location.   |
| Bank Transfer Fee   | Visit your online <a href="#">Account Center</a> to learn how to transfer funds to your Card from another bank account using a bank debit card or account number. Fees are determined and may be charged to the transferor's bank account by the service provider or origination bank. |
| Account-to-Account Transfer Fee via website or text message             | None; standard text message rates may apply.   |
| Account-to-Account Transfer Fee via Customer Service agent              | \$4.95 each.   |

| Manage Your Account:   |   |
|--|---|
| Balance Inquiry Fee  | None when using online Account Center.<br>None when using Anytime Alerts text or email message; standard text message rates may apply.<br>None when using telephone automated service.<br>\$0.50 each when speaking with a Customer Service agent.<br>\$0.50 each via ATM, plus ATM owner fees, if any.   |
| Check Request Fee  | \$5.95 each.  |
| Additional Statement Mailing Fee   | \$5.95 each.  |
| Additional Card Fee  | \$4.98 each.  |
| Lost, Stolen or Damaged Card Replacement Fee                               | \$4.95 each.  |
| Account Maintenance Fee (also referred to as the "Account Inactivity Fee") | \$5.95 per month (Fee applies if Card Account has not had any activity, that is, no purchases; no cash withdrawals; no load transactions; or no Balance Inquiry Fee for 90 days.) If enrolled in a Plan and your Card Account has had no activity as described above, this fee applies (a) instead of the Monthly Plan Fee, or (b) if the Annual Plan Fee was paid. |

| Make Payments:  |  |
|---|--|
| Bill Payment Fee  | In addition to the one or more no-cost bill payment methods made available through third-party service providers, you can see a full range of options, including ACH Debit/Preauthorized Payment Transactions, and the applicable fees in your online Account Center. Fees are determined and assessed by third-party service providers. |
| ACH Debit/Preauthorized Payment Transaction Decline Fee           | \$1.00 for each such declined transaction.   |
| Stop Payment Fee for ACH Debit/Preauthorized Payment Transactions | \$10.00 each.  |

| Optional Features:   |  |
|--|--|
| Custom Card Fee  | \$4.95 per custom card.  |
| Overdraft Protection Service Fee (This optional service has Cardholder activation and eligibility requirements.) | \$15.00 per Overdraft occurrence (maximum of 3 fees per calendar month). |

**ABOUT PURPOSE**

- HOME
- GET A CARD
- FIND A RELOAD LOCATION
- ADD MONEY
- FEATURES
- PLANS & FEES
- QUESTIONS
- CONTACT US
- ESPAÑOL
- PRIVACY POLICY
- TERMS & CONDITIONS
- VISA MEMBER BANKS
- SITE MAP

**MANAGE YOUR CARD**

- ACTIVATE CARD
- CREATE ACCOUNT
- LOG IN

The Purpose Visa® Prepaid Card is issued by MetaBank™, Member FDIC, pursuant to a license from Visa U.S.A. Inc. NetSpend, a TSY® company, is an authorized Independent Sales Organization of MetaBank. Certain products and services provided by and through NetSpend are licensed in whole or in part from Alessam, Inc., and are covered by patents set forth at [www.netspend.com/licensedpatentinfo](http://www.netspend.com/licensedpatentinfo)

Use of this Card Account is subject to ID verification and funds availability. All trademarks and services marks belong to their owners.

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**IMPORTANT INFORMATION FOR OPENING A NEW CARD ACCOUNT.** To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions and their third-party service providers to obtain, verify, and record information that identifies each person who opens a Card Account. What this means for you: When you open a Card Account, we will ask for your name, street address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other identifying documents. In accordance with federal regulations, until it is activated and registered, a prepaid debit card is subject to an initial load limitation, may not be used for international transactions or account-to-account transfers, or be reloaded.


**AMSCOT**<sup>®</sup> Prepaid  
MasterCard<sup>®</sup>

## Fee Schedule

|   |         |
|---|---------|
| Card Fulfillment** – (Non-refundable)   | \$4.95  |
| Value Load – Amscot Locations   | Free    |
| Value Load – Retail Locations – Fee varies by retailer.                                       |         |
| Value Load – Direct Deposit   | Free    |
| Online Statements   | Free    |
| Online Card Account Access  | Free    |
| SMS Text Messages (Message and data rates apply)  | Free    |
| Email Message Alerts  | Free    |
| Amscot POS Balance Inquiry  | Free    |
| Monthly Fee – Per Month   | \$3.95  |
| Paper Statement Fee – Per Statement   | \$1.50  |
| ATM Balance Inquiry   | \$0.50  |
| ATM Decline Fee   | \$0.50  |
| ATM Transaction Fee   | \$1.25  |
| International ATM Fee   | \$3.00  |
| Per Transaction Fee Signature   | \$0.75  |
| Per Transaction Fee PIN   | \$0.95  |
| Lost, Stolen, Damaged Card Fee  | \$4.95  |
| Priority Shipping – 3rd Business Day  | \$26.00 |
| Instant Card Replacement (Business hours at an Amscot only)                                   | \$9.95  |
| Card Account Closure Fee – (Check mailed with remaining balance 30 – 45 days processing)      | \$15.00 |
| Toll Free Automated Support   | \$0.50  |
| Live Customer Support Via Toll Free Number – (In addition to the toll free automated support) | \$0.50  |
| Bank Teller Withdrawal – Per \$300 max \$900 Daily (Personalized cards only)                  | \$3.00  |
| International Bank Teller Withdrawal - Per \$300 max \$900 Daily (Personalized cards only)    | \$3.00  |
| Online Bill Pay Electronic  | \$0.88  |
| Online Bill Pay Check   | \$1.00  |
| Online Bill Pay Check Cancelation   | \$9.95  |

\*Other Terms and Conditions apply. For a complete listing of Terms and Conditions for the Amscot Prepaid MasterCard please see your cardholder agreement.

\*\*Obtaining Your Card: The USA PATRIOT Act is a Federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account. What this means for you: When you open a Card Account, we will ask you for your name, address, date of birth, and other information that will allow us to reasonably identify you. We may also ask to see your driver's license or other identifying documents at any time.

The Amscot Prepaid MasterCard is issued by MetaBank™ pursuant to license by MasterCard International Incorporated. MetaBank Member FDIC.


**AMSCOT**<sup>®</sup>

The Money Superstore™



## Terms and Conditions

### Cardholder Agreement

#### IMPORTANT -- PLEASE READ CAREFULLY

##### 1. Terms and Conditions for the NetSpend Prepaid Debit Card Program.

This document constitutes the agreement ("**Agreement**") outlining the terms and conditions under which the NetSpend Prepaid Debit Card has been issued to you. By accepting and using this card, you agree to be bound by the terms and conditions contained in this Agreement. The Card is a prepaid debit card. The Card allows you to access funds you place on the Card. The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other account you may have. The Card is not a credit card. You will not receive any interest on your funds on the Card. The Card will remain the property of MetaBank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

##### 2. Definitions

In this Agreement, "Card" means the NetSpend Prepaid Debit Card issued to you by MetaBank. "You" and "your" means the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. "We," "us," "our," and "Bank" mean MetaBank and its successors, affiliates or assignees.

**Authorized Users:** You may request an additional Card for another person. You are wholly responsible for the use of each Card according to the terms of this Agreement. Each cardholder and visitor to the [www.netspend.com](http://www.netspend.com) site (the "**Site**") agrees to these terms and conditions, as amended from time to time. If you do not agree to these terms and conditions, please do not use the Site or the Card. In order to become a cardholder, you must be an individual who can lawfully enter into and form contracts under applicable law.

**Our Business Days:** Our business days are Monday through Friday, excluding federal holidays, even if we are open.

#### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

**What this means for you:** When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

By participating in the Card Program, you warrant factual representation of the required information, including, but not limited to, your real name, valid U.S. mailing address and residential address (if different), Social Security number, age, and telephone number, is accurate. If you falsify, misrepresent, or fail to provide requested information, we may cancel your Card. In addition, funds tied to potentially illicit or illegal activity may be subject to both internal and potentially Federal investigation, which may delay their immediate access.

**Personal Identification Number:** We may, at our option, give you a Personal Identification Number ("PIN"). If we give you a PIN, you may use your Card, (i) to obtain Cash from any Automated Teller Machine ("ATM") or (ii) at any Point-of-Sale ("POS") device which requires entry of a PIN that bears the brand mark of the Card Association, Visa/PLUS or PULSE. All ATM transactions are treated as Cash withdrawal transactions. You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers."

**Loading Your Card:** You may add funds to your Card, called "value loading," at any time. (There is no limit on the number of times you may value load your Card.) However, the maximum value load you may place on your Card when aggregated with any other Cards you have authorized is restricted. You agree to present the Card and meet identification requirements to complete load transactions. In addition, you may arrange to have all or a portion of a payroll check, government benefits payment, or other check, electronically deposited to your Card via the Automated Clearing House ("ACH") system ("**Direct Deposit**" or "**ACH Deposit**"). In order to receive Direct Deposits from multiple payment providers, you must separately enroll each of those providers.

### **Using Your Card**

You may use your Card to purchase or lease goods or services wherever the Card is honored as long as you do not exceed the value available on your Card. You are responsible for all transactions initiated by use of your Card. If you permit someone else to use your Card we will treat this as if you have authorized such use and you will be responsible for any transactions made subject to such use. If you do not have enough value loaded on your Card you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called "split transactions." Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

If you use your Card number without presenting your Card (such as for a mail order or telephone purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You may use your Card to access cash at an ATM. You may use your Card to access cash at a participating bank (an "**Over the Counter Withdrawal**" or "**OTC**

**Withdrawal**"). You may not use your Card for unlawful domestic and/or international online gambling or for any illegal transactions, including the purchase of illegal goods or services.

You should keep track of the amount of value loaded on Cards issued to you. You may call the Customer Service number shown on your Card and shown below to obtain the current value on your Card. The toll-free Customer Service number is **1-86-NETSPEND (1-866-387-7363)**. You will be charged a fee (see the *Fees Related to the Service chart ("Fee Schedule")* located in this Agreement) to check your balance if you call the Customer Service number; however, to obtain this information without incurring a fee, visit the Site. The Customer Service hours of operation are 8 a.m. to 10 p.m. CT, Monday through Friday, and 8 a.m. to 8 p.m. CT, Saturday and Sunday, excluding holidays.

Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction plus applicable fees. You are not allowed to exceed the available amount on your Card through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card (creating a "**Negative Balance**") you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges. You agree to pay us promptly for the Negative Balance and any applicable transaction fees. We reserve the right to cancel this Card should you create one or more Negative Balances with your Card.

You do not have the right to stop payment on any purchase transaction originated by use of your Card. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds. Please note that we have no control over when a merchant settles a previously authorized transaction. When you use your Card to make certain transactions such as renting a car, booking a hotel room, purchasing airline tickets, or for gas purchases made at the pump, a debit hold (a "**Hold**") may be applied to your Card. A Hold may be initiated for a variety of reasons, including but not limited to, providing a security deposit, or ensuring your account has sufficient funds when the transaction is completed. Funds loaded to your account that are subject to a Hold will not be available to pay for other purchases or ATM withdrawals until the Hold is released. We have no control over when a merchant releases a Hold you previously authorized. When a merchant requests a Hold to be released the funds will be available to you after we have had a reasonable opportunity to process the request. Holds for car rental agencies, hotels, and airlines can remain on your Card longer than three (3) business days. Holds initiated by a gas station may remain in place until the final transaction is presented to us, usually within three (3) business days.

**Limitations on the Frequency of Transfers:** For security reasons, we may limit the amount or number of transactions you can make with your Card Account. The standard maximum cumulative cash amount that may be withdrawn from your Card Account via ATM during any 24-hour period is \$940.00. Any funds withdrawn from a point-of-sale ("**POS**") device or through an OTC Withdrawal will be subject to the maximum per transaction amount that can be spent using your Card Account: no individual transaction made with your Card Account can exceed \$4,999.99. The maximum value of your Card Account is restricted to \$15,000.00, at any point in time. We will determine these maximum values by aggregating the activity and value of all Card Accounts you may have with us.

### **3. Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. The amounts credited to your Card for refunds may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

### **4. Foreign Transactions**

If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by the Card Association into an amount in the currency of your Card. The Card Association will establish a currency conversion rate for this convenience using a rate selected by the Card Association from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate the Card Association itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by us.

### **5. Receipts**

You should get a receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipts to verify your transactions.

### **6. Obtaining Card Account Information**

You may obtain your available balance by accessing your Card Account online; enrolling in the Anytime Alerts™ SMS service; or by calling our toll-free number **1-86-NETSPEND (1-866-387-7363)** (there may be a fee for this call, see the *Fees Related to the Service chart*). Statements in electronic format—including a sixty (60)-day history of account transactions will be made available free of charge at [www.netspend.com](http://www.netspend.com) during each month in which a transaction occurs. You will not automatically receive paper statements. You have the right to obtain a sixty (60) day written history of account transactions by calling our toll-free number or by writing to us at NetSpend, P.O. Box 2136, Austin, TX 78768-2136. There is a fee for obtaining a written history—see the *Fees Related to the Service chart*.

### **7. Fees and Charges:**

By enrolling in the Card program, you agree to pay any and all associated fees as outlined in the Fee Schedule. Please refer to the Fee Schedule and read it carefully. There is an Account Maintenance fee assessed monthly. For accounts with at least one purchase, cash withdrawal, value load transaction, or balance inquiry fee assessed within 90 days, this Account Maintenance fee is waived.

### **8. Confidentiality**

We may disclose information to third parties about your Card or the transactions you make:

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card for a third party, such as merchant
- (3) In order to comply with government agency, court order, or other legal reporting requirements;



- (4) If you give us your written permission, or;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

### **9. Our Liability for Failure to Complete Transactions**

In no event will we be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (5) If access to your Card has been blocked after you reported your Card lost or stolen;
- (6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
- (9) Any other exception stated in our Agreement with you.

### **10. Your Liability for Unauthorized Transfers**

Contact us AT ONCE if you believe your Card or PIN has been lost or stolen; used for any unauthorized transactions; or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way to minimize your possible losses. If you believe your Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us at **1-86-NETSPEND (1-866-387-7363)**. If you notify us within two (2) business days of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. If you do not notify 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 promptly notified us, you could lose as much as \$500.00. Also, if you become aware of and/or your electronic history shows transactions that you did not make, including those made with your Card or other means, notify us at once following the procedures described below concerning your right to dispute errors. If you do not notify us in writing within sixty (60) calendar days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) calendar days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Card Account. If your Card or PIN has been lost or stolen, we will close your Card Account to keep losses down.

### **11. Preauthorized Payment**

Your Card Account and its routing information, i.e., your Card Account number and the bank routing number, may be used for arranging both direct deposit and preauthorized direct debits from merchants and internet service or other utility providers ("Merchants"). To stop a

preauthorized direct debit from a Merchant (also referred to as a "preauthorized payment") you must first contact the Merchant to request the recurring debit be cancelled. If the Merchant with whom you have arranged recurring payments from your Card Account has not responded to your request to stop such payments, you can call us at **1-86-NETSPEND (1-866-387-7363)** or write to us at: NetSpend, P.O. Box 2136, Austin, TX 78768-2136. We must receive your request at least three (3) business days before the payment is scheduled to be made to the Merchant. Such a stop payment request will cancel a single preauthorized payment. If you want to permanently stop all preauthorized payments to a Merchant then we require you to put your request in writing and get it to us within fourteen (14) calendar days after you tell us you want to stop such payments. We will charge you for each stop payment order you give. See the *Fees Related to the Service chart* in your Agreement. If the regular payments you make might vary in amount, the Merchant will tell you the payment date and the amount of the payment ten (10) calendar days before each payment is scheduled to take place. (*You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.*) If you order us to stop a preauthorized payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **12. Other Terms**

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the State of South Dakota except to the extent governed by federal law.

## **13. Amendment and Cancellation**

We may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice.

We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by calling **1-86-NETSPEND (1-866-387-7363)** or following the procedures set forth in the "Close Your Account" section found at the Site. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

## **14. Information About Your Right to Dispute Errors**

**In case of errors or questions about your Card Account, telephone us at 1-86-NETSPEND (1-866-387-7363), write to us at: NetSpend, P.O. Box 2136, Austin, TX 78768-2136, or email us at [www.netspend.com](http://www.netspend.com) as soon as you can, if you think an error has occurred in your Card Account.** We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may

request a written history of your transactions at any time by calling us at **1-86-NETSPEND (1-866-387-7363)**, or writing us at: NetSpend, P.O. Box 2136, Austin, TX 78768-2136.

You will need to tell us:

- (1) Your name and Card Account number;
- (2) Why you believe there is an error, and the dollar amount involved; and
- (3) Approximately when the error took place. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will credit your Card Account within ten (10) business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card Account.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate your complaint or question. For new Card Accounts, we may take up to twenty (20) business days to credit your Card Account for the amount you think is in error. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. If you need more information about our error-resolution procedures, call us at **1-86-NETSPEND (1-866-387-7363)** or visit [www.netspend.com](http://www.netspend.com).

## **15. Privacy and Data Protection**

(i) Information We Collect ("**Cardholder Information**"):

- (a) Information about purchases made with the Card, such as date of purchase, amount and place of purchase
- (b) Information you provide to us when you apply for a Card, or for replacement Cards or when you contact us with customer service issues, such as name, address, phone number.

(ii) Information Security: Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

(iii) Disclosure: We may use Cardholder Information to provide customer services, to process claims for lost or stolen Cards, to develop marketing programs, to help protect against fraud and to conduct research and analysis. In addition, it is often necessary for us to disclose Cardholder Information for the same purposes to companies that work with us. For example, we may provide certain Cardholder Information to companies that perform business operations or services, including marketing services, on our behalf. We may also provide certain Cardholder Information to others as permitted by law, such as government entities or other third parties in response to subpoenas.

## **16. Telephone Monitoring/Recording**

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

## **17. No Warranty Regarding Goods and Services**

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

## **18. Arbitration**

(a) Purpose: This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

(b) Definitions: As used in this Arbitration Provision, the term "**Claim**" means any claim, dispute or controversy between you and us arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card, or the Cards of any Additional Cardholders designated by you; (ii) the amount of Available Funds on the Cards; (iii) advertisements, promotions or oral or written statements related to the Cards, goods or services purchased with the Cards; (iv) the benefits and services related to the Cards; and (v) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court.

As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Bank, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all Additional Cardholders.

(c) Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services ("**JAMS**"), or the American Arbitration Association ("**AAA**"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select either of the other organizations listed to serve as arbitrator administrator. For a

copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).

(d) Significance of Arbitration: **IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.**

(e) Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

(f) Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

(g) Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other

party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct an arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

(h) Continuation: This Arbitration Provision shall survive termination of your Card as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

### **Electronic Fund Transfer and Privacy Policy Disclosure Statements**

The Electronic Fund Transfer Disclosure (which is part of your NetSpend Prepaid Debit Card Program terms and conditions) and Annual Privacy Policy Notices are available to you in hard copy or electronic format; however, you consent to electronic delivery of future disclosures. These subsequent disclosures will not be distributed in paper unless you contact us and request a paper version. Upon request, the disclosures will be provided to you in paper format if you send a written request to NetSpend Corporation, Attn: Customer Service, P.O. Box 2136, Austin, TX 78768-2136, or call us at **1-86-NETSPEND (1-866-387-7363)**.

You may withdraw your consent to receive the disclosures electronically. In order to withdraw your consent, you must contact us in writing at NetSpend Corporation, Attn: Customer Service, P.O. Box 2136, Austin, TX 78768-2136, or call us at **1-86-NETSPEND (1-866-387-7363)**.

Your consent applies to the Electronic Fund Transfer Disclosure and the Privacy Policy Disclosure. To ensure that we are able to provide you with notices and information from time to time, you must update us with any change in your email address. To do so, please contact us in writing at NetSpend Corporation, Attn: Customer Service, P.O. Box 2136, Austin, TX 78768-2136, or call us at **1-86-NETSPEND (1-866-387-7363)**. In order to receive the disclosures electronically the following minimum computer hardware and software requirements must be met: IBM compatible or Macintosh personal computer system with Internet connectivity;

available hard disk drive space of at least 50 kb; a computer pointing device, such as a mouse; 128-bit SSL (Secure Socket Layer)-compatible browser, such as Internet Explorer 5.0, or higher; computer monitor capable of displaying Internet Web pages and graphics; graphical user interface operating system, such as Windows 2000 or later, or OS9.

**By opening a Prepaid Debit Card Account with us, you certify that you agree to the Prepaid Debit Card Account terms and conditions, that you consent to receive disclosures electronically, that you have not withdrawn said consent and that you agree to the terms and conditions of the Cardholder Agreement.**

**Fees Related to the Service:**

\*Refunds are at par. None of the fees listed are assessed by The Bancorp Bank, MetaBank, or the Card Association. International ATM withdrawals may be subject to varying daily limits at the ATM owner's discretion.

|  |   |
|--|---|
| <b>Pay-As-You-Go Customers</b>                       |   |
| Signature Purchase Convenience Fee                   | \$1.00                                    |
| PIN Purchase Convenience Fee                         | \$2.00                                    |
| Card Fulfillment (Shipping & Handling)               | FREE                                      |
| <b>Fee Advantage Customers</b>                       |   |
| Monthly Service Fee                                  | \$9.95, billed on cardholder's cycle date |
| Signature Purchase Convenience Fee                   | FREE                                      |
| PIN Purchase Convenience Fee                         | FREE                                      |
| Card Fulfillment (Shipping & Handling)               | FREE                                      |
| <b>Other Fees</b>                                    |   |
| Adding or withdrawing funds to your account at local | Convenience fee determined by             |

|   |  |
|---|--|
| distributors  | distributor  |
| Account-to-Account Transfer — Via Internet  | FREE   |
| Account-to-Account Transfer — Via Toll Free Number  | \$1.00   |
| Account-to-Account Transfer — Via Live Agent  | \$4.95   |
| Non-Monetary Transactions -- Via Internet   | FREE   |
| Non-Monetary Transactions -- Via Toll Free Number   | Up to \$0.50   |
| Non-Monetary Transactions -- at ATM   | Up to \$0.50   |
| Account Maintenance (waived if account has debit or credit transaction and/or balance inquiry within 90 days) | \$5.95 per month   |
| Check or Additional Statement Mailing Fee   | \$5.95   |
| Domestic ATM Cash Withdrawal / Cash Withdrawal at Distributor   | Up to \$2.50 per withdrawal, plus ATM owner fees, if any |
| ATM Transaction Decline Fee   | \$1.00   |
| International ATM Cash Withdrawal   | \$4.95 per withdrawal plus ATM owner fees, if any        |
| Lost or Stolen Card Replacement Fee   | Up to \$9.95   |

### **NetSpend Prepaid Debit Card Program Privacy Policy**

MetaBank and NetSpend Corporation, its Member Service Provider, recognize that the trust of our customers is one of our most important assets. As such, our primary goal is to deliver innovative payment products and world-class service while ensuring the integrity and sanctity of our customers' privacy. The following outlines some of the steps that we take on a daily basis to ensure that our customers' information is secure, private, and used only in a manner consistent with our customers' wishes.



We will safeguard, according to our strict standards of security and confidentiality, any and all information our customers share with us. We use advanced security techniques and processes designed to protect the integrity and privacy of our customers' information, particularly when this information is used by our employees and partners to provide customer service.

We collect nonpublic personal information about you from the following sources: (i) Information we receive from you on applications or other forms, (ii) Information about your transactions with us, or others such as your account balance, transaction history, parties to transactions and card usage, and (iii) Information we received from third parties, including government agencies and consumer-reporting agencies, such as your tax identification number, credit worthiness, and credit history. We advise our customers about the general uses of the information we collect about them, and we will gladly and promptly provide additional explanation if our customers request it.

We may disclose aggregate information about our customers and former customers to third parties with whom we may have a joint marketing agreement, or those companies who perform marketing services on our behalf. This includes all information we may collect directly or indirectly from you.

We will permit only authorized employees, who are properly trained in the appropriate handling of sensitive customer information, to have access to that information, and only if required by their business responsibilities. Employees who violate our Privacy Policy are subject to our disciplinary process, up to and including termination.

We give our customers choices as to how their information is used, if at all. We provide our customers with the opportunity to remove their names used for mail, telephone or online marketing upon initial customer contact and subsequently on an annual basis. This opt -out choice includes products and services offered by NetSpend and our affiliate marketing partners, and customers may easily opt out by contacting us via U.S. mail or telephone.

Except as outlined above, we limit the release of customer information. In addition to providing our customers with the opportunity to opt out of marketing offers, we release information only with the customer's consent or request, or when we are required to do so by law or other regulatory authority. When a court order or subpoena requires us to release customer information, we notify the customer promptly in order to provide the customer with the opportunity to exercise their legal rights. The only exception to this policy is when we are prohibited from notifying the customer by law or due to a court order, or in cases in which fraud, money laundering and/or criminal or illegal activity is suspected.

We quickly respond to our customers' requests for explanation. In the event that we deny service or choose to end a customer's relationship, and to the extent permitted by applicable laws, we will provide a prompt and detailed explanation if requested.

We will notify our customers in the event that our privacy policy changes. If our privacy policy is modified, we will attempt to notify our customers of these changes via email, U.S. mail or via telephone. As customers do now, they will continue to have a choice as to whether or not they

allow us to use their information in this different manner. In addition, if we make any material changes in our privacy practices that do not affect user information already stored in our database, we will post a prominent notice on the NetSpend Prepaid Debit Card Program website ([www.netspend.com](http://www.netspend.com)) notifying users of said change(s). In some cases where we post the notice we will also email users, who have opted to receive communications from us, notifying them of the changes in our privacy practices. We will post our annual privacy notice to the cardholder's account center on our website. When we post our annual privacy policy notice we will also email cardholders notifying them of the annual privacy policy notice. Should you wish, a paper annual privacy policy notice will be made available to you upon request.

**Updating customer information.** Should customers need to update any information they have previously supplied to us, they may contact Customer Service at **1-86-NETSPEND (1-866-387-7363)** from 8 a.m. to 10 p.m. CT, Monday through Friday, and 8 a.m. to 8 p.m. CT, Saturday and Sunday, excluding holidays. Customers may also email us at [customerservice@netspend.com](mailto:customerservice@netspend.com).

If you wish to opt out of our and our partners' marketing offers, please contact us via U.S. mail at the following address: **NetSpend Prepaid Card Program  
P.O. Box 2136  
Austin, TX 78768-2136**  
Or you may call us at **1-86-NETSPEND (1-866-387-7363)**.

The information above applies to all NetSpend Prepaid Debit Card Program customers, including those who transact primarily on the Internet. Please see [www.netspend.com](http://www.netspend.com) for privacy policy information pertaining to the use of our site.

Exhibit 6: Insight Card (Approved Cash Advance, CheckSmart)

**INSIGHT VISA® PREPAID RELOADABLE CARD  
CARDHOLDER AGREEMENT**

| <b>Your Insight Visa® Prepaid Card Fee Summary</b> |   |   |                                      |
|--|---|---|--------------------------------------|
| <b>Purchase Plan Options</b>                       | <b>Pay As You Go</b>  | <b>Gold Plan</b>                        | <b>Platinum Plan</b>                 |
| Monthly Fee  | None  | \$9.95 per month without Direct Deposit | \$5.00 per month with Direct Deposit |
| Signature Purchase Transaction Fee                 | \$1.00  | None                                    | None                                 |
| PIN Purchase Transaction Fee                       | \$2.00  | \$1.00                                  | \$1.00                               |
| Foreign Transaction Fee                            | 3% of the U.S. dollar amount of the purchase transaction with \$1 minimum |   |                                      |

| <b>Withdraw Cash:</b>                |  |
|--------------------------------------|--|
| Cash Back with PIN Purchase          | None. Select "Debit" and enter your PIN to get cash back when making a purchase. PIN purchase transaction fee applies. |
| Domestic ATM Withdrawal Fee*         | \$2.50 per withdrawal  |
| International ATM Withdrawal Fee†    | \$2.50 per withdrawal, plus the Foreign Transaction Fee  |
| Over-the-Counter Cash Withdrawal Fee | 3% of transaction with \$5 minimum   |

| <b>Add Money:</b>         |  |
|---------------------------|--|
| Cash Load Fee             | Fee may be assessed by a third party and may vary by location. |
| Card-to-Card Transfer Fee | \$1.00 each  |
| Direct Deposit            | None   |
| Mobile Check Load Fee     | 1% of transaction with \$3.50 minimum                          |

| <b>Manage Your Account:</b>                          |   |
|--|---|
| Balance Inquiry                                      | <ul style="list-style-type: none"> <li>• None using online account access</li> <li>• None using toll-free automated service.</li> <li>• None using automated text or e-mail alerts</li> <li>• \$1.00 each via ATM*</li> </ul> |
| Live Agent Customer Service Call Fee                 | \$1.00 each   |
| Check Refund, Paper Communication, or Statement      | None  |
| Secondary Card, Replacement Card, or Custom Card Fee | \$9.95 per card   |
| Text and E-mail Alerts†                              | None  |

| <b>Make Payments:</b>                                |                      |
|--|----------------------|
| Online Bill Payment                                  | None                 |
| Convenience Check Authorization Fee                  | \$1.00 each          |
| Convenience Check Reorder                            | \$5.00 for 12 checks |
| Check Stop Payment Request or Unauthorized Check Fee | \$25.00 each         |

| <b>Caution:</b>  |  |
|--|--|
| Account Inactivity Fee**   | \$3.95   |
| ACH Debit Return Fee   | \$5.00 each  |
| ATM & Purchase Decline Fee   | \$1.00 each  |
| Overdraft Protection Program Fee (This optional service has Cardholder activation and eligibility requirements.) | \$15.00 per overdraft occurrence (maximum of 3 fees per calendar month). |

\* ATM owner fees may apply.

† Standard message and data rates may apply.

\*\* May apply to Pay-As-You-Go Plan after 90 days of no activity, which includes purchases, cash withdrawals, and load transactions.

**www.InsightCards.com** **1.888.572.8472**

**PLEASE SIGN YOUR CARD IMMEDIATELY UPON RECEIPT.  
THE CARD IS NOT A CREDIT CARD. IT IS RELOADABLE BY  
YOU AND IS NOT A GIFT CARD.**

**DO NOT TELL ANYONE YOUR PIN.**

**PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP IT  
FOR FUTURE REFERENCE. SECTION 16 CONTAINS A  
MANDATORY ARBITRATION PROVISION.**

These Terms and Conditions of Use and Cardholder Agreement (this "Agreement") and the fee schedule above ("Schedule of Fees") constitute our disclosure to you and an agreement between you and us with respect to our issuance and your use of your prepaid Visa reloadable card ("Card"). If you initially purchase a Card that is not embossed with your name (an "Instant Issue Card"), you may receive a Card embossed with your name in the mail within about 14 days of your Card purchase ("Personalized Card"). Your Instant Issue Card may not be reloaded until your identity has been confirmed as discussed below. Card means any Instant Issue Card, Personalized Card, and any Secondary Card issued pursuant to this Agreement.

Once you have loaded funds to your Card, you will have electronic access to those funds for purchases at merchant point-of-sale ("POS") locations and cash withdrawals at automated teller machine ("ATM") locations. Your Card is issued by Republic Bank of Chicago pursuant to a license from Visa U.S.A., Inc. It will remain our property and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. You must surrender a revoked Card, and you may not use an expired or revoked Card. The Card is a reloadable prepaid card, and is not a credit card or a loan. You will not receive any interest on funds held on the Card. The Card is not for resale and is nontransferable.

You will be deemed to have accepted the Card and the terms and conditions of this Agreement if you: sign the back of the Card; or use the Card.

**Definitions:** In this Agreement: "you" or "your" means any person who has received the Card and is authorized to use it as provided for in this Agreement, and "we", "us" or "our" means Republic Bank of Chicago, and its successors and assigns. "Visa" means Visa U.S.A., Inc. and its successors and assigns. In addition:

"Activity Report" means the record detailing your use of your Card that you may access online or by calling us, as described below.

"Available Balance" means a balance created for your transactions on your Card. It refers to the value of funds available on the Card at any one time, and it is limited to the dollar amount of prepaid funds that you have loaded into the Card or have been loaded into the Card on your behalf, less withdrawals and amounts deducted for purchases and for fees, and less any amounts you have transferred to your Insight Savings Account.

"Business Day" refers to Monday through Friday, except Federal holidays, even if we are open.

"Secondary Cardholder" refers to a person who has received a Card at your request and is authorized to use the Card as provided for in this Agreement.

"Insight Savings Account" means a separate account that you may establish that will not be used for your transactions. To use the Insight Savings Account, you must first accept and agree to the terms and condition applicable to the Insight Savings Account.

**Card Purchaser and Authorized Users:** You acknowledge and agree that: (i) you are a U.S. citizen or legal alien residing in one of the 50 states of the U.S. or the District of Columbia with a verifiable U.S. mailing address and (ii) you are at least 18 years of

# Exhibit 7: Ion Prepaid Card (Money Tree)

## CARDHOLDER AGREEMENT IMPORTANT – PLEASE READ CAREFULLY

### Terms and Conditions/Definitions for the ion™ Visa® Prepaid Card

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the ion Visa Prepaid Card has been issued to you by The Bancorp Bank, Wilmington, Delaware (the “The Bancorp Bank” or “Issuer”). The Issuer is an FDIC insured member institution. “Card” means the ion Visa Prepaid Card issued to you by The Bancorp Bank. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Card Account” means the records we maintain to account for the value of claims associated with the Card. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, our successors, affiliates or assignees. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on your funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW CARD ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account. What this means for you: When you open a Card Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver’s license or other identifying documents.

#### Activate Your Card

You must activate your Card before it can be used. You may activate your Card by visiting [www.ionprepaid.com](http://www.ionprepaid.com) or calling 866.692.9356. You will need to provide personal information in order to verify your identity.

#### Personal Identification Number

You will not receive a Personal Identification Number (“PIN”) with your Card Account. However, you will receive a PIN once you have registered your Card with your personal information. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled “Your Liability for Unauthorized Transfers.” To register your Card, visit the website at [www.ionprepaid.com](http://www.ionprepaid.com) or call 866.692.9356 and provide the following personal information: your 16-digit Card number, your date of birth and the last 4-digits of your Social Security number.

#### Authorized Card Users

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

#### Secondary Cardholder

You may request an additional Card for another person. The maximum number of additional Cards permitted is one (1). You must notify us to revoke permission for any person you previously authorized to use the Card. If you notify us to revoke another person’s use of the Card, we may revoke your Card and issue a new Card with a different number. You remain liable for any and all usage of an additional Card you authorize.

#### Your Representations and Warranties

By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the United States or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

#### Cash Access

With your PIN, you may use your Card to obtain cash from any Automated Teller Machine (“ATM”) or any Point-of-Sale (“POS”) device, as permissible by a merchant, that bears the Visa®, Interlink®, Plus® or STAR® Acceptance Mark. All ATM transactions are treated as cash withdrawal transactions. You may use your Card at an ATM. The maximum cumulative amount that may be withdrawn from an ATM per day is \$500.00. The maximum cumulative amount that may be withdrawn through a participating bank (over the counter withdrawal) is \$1,000.00. Any funds withdrawn from a POS device will be subject to the maximum amount that can be spent on your Card per day.

#### Loading Your Card

You may add funds to your Card, called “value loading”, at any time. The minimum amount of the initial value load and each value reload via cash at a participating ion Visa Prepaid Card retailer is \$0.01. The minimum initial value load and each value reload via money order, cashier’s check or personal check at a participating ion Visa Prepaid Card retailer is \$10.00. The minimum initial value load and each value reload via Green Dot® MoneyPak® and Visa ReadyLink is \$20.00. The minimum amount of the initial value load via direct deposit is \$0.01 and each value reload is \$0.01. The maximum amount of each value reload is as follows: \$500.00 via MoneyPak and Visa ReadyLink (maximum in-store reload limits apply); \$5,000.00 via cash at a participating ion Visa Prepaid Card retailer; \$10,000.00 via direct deposit; and \$25,000.00 via money order, cashier’s check or personal check at a participating ion Visa Prepaid Card retailer. The maximum number of times you may load your Card per day at a participating ion Visa Prepaid Card retailer is five (5). The maximum number of times you may load your Card per day through MoneyPak or Visa ReadyLink is four (4), with a maximum of ten (10) loads per month. There is no limit to the number of times you may load your Card via direct deposit per day. You may add value or load your Card via cash, money order, cashier’s check, or personal check at a participating ion Visa Prepaid Card retailer; cash via MoneyPak or Visa ReadyLink; or direct deposit from your employer. In order to load funds to the Card using a MoneyPak, simply purchase a MoneyPak with cash at a participating retailer in the amount you want loaded to the Card. To load the funds on the MoneyPak, visit [www.moneypak.com](http://www.moneypak.com). Fees are charged by Green Dot to purchase and use a MoneyPak, but there are no additional fees assessed for a Green Dot cash load. In order to load funds to the Card using Visa ReadyLink, visit a participating merchant location near you (<http://usa.visa.com/locators/readylink-locations.jsp>), swipe your Card and give the total cash amount (cash to be added to your Card plus the store fee) to the cashier. A retailer may apply a cash load fee for the Visa ReadyLink load. You may be asked to provide identification by the participating network merchant. The loading network may have additional limitations on the amount and frequency of cash loads. Information on how to initiate all loads can be found at [www.ionprepaid.com](http://www.ionprepaid.com). You will have access to funds loaded via cash, check, or money order immediately. Funds availability for direct deposit loads are subject to timing of payer’s funding but will always be made available the morning of the effective date of the deposit. Personal checks, cashier’s checks, and money orders sent to the Issuer are not an acceptable form of loading. All checks and money orders sent to the Issuer for Card loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded to the Card at the discretion of the Issuer.

(a) We and Employer, where applicable, reserve the right to deduct funds from your Card Account in order to correct a previous error or overpayment to you, and you authorize us (i) to share information as necessary with any funding entity (including Employer) in connection with resolving any errors or overpayments related to Retail Loads, Payroll Loads or ACH Loads and (ii) to the extent applicable, to accept instructions from Employer to add or deduct funds from your Card Account and, in the case of deductions, to return those funds to Employer.

(b) We have the right to offset against your Card Account balance any indebtedness owed by you to us, whether individually or jointly owed. We may offset your Card Account balance either before or after your death without demand or notice to you. We will not be liable for any dishonored transaction entry that results.

#### Direct Deposit Account

Your prepaid Card Account and associated direct deposit account number cannot be used for preauthorized direct debits from merchants or from utility or Internet service providers. If presented for payment, these preauthorized direct debits will be declined and your payment to the merchant or provider will not be processed. The bank routing number and direct deposit account number are for the purpose of initiating direct deposits to your prepaid Card Account only. You are not authorized to provide this bank routing number and direct deposit account number to anyone other than your employer or payer.

#### Using Your Card/Features

The maximum amount that can be spent on your Card per day is \$2,525.00. The maximum value of your Card is restricted to \$25,000.00.

You may use your Card to purchase or lease goods or services everywhere Visa debit cards, Interlink cards, or STAR cards are accepted as long as you do not exceed the value available on your Card Account. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

If you use your Card at an automated fuel dispenser (“pay at the pump”), the merchant may preauthorize the transaction amount up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You may not use your Card for online gambling or any illegal transaction.

Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, you shall remain fully liable to us for the

# Exhibit 7: Ion Prepaid Card (Money Tree)

amount of the transaction and any applicable fees.

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized regular payments from your Card Account. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

## Non-Visa Debit Transactions

New procedures are in effect that may impact you when you use your Card at certain merchant locations. In the past, transactions have been processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or as a STAR transaction.

Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the STAR network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the STAR network. Please refer to the paragraph labeled "Your Liability for Unauthorized Transfers" for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at the POS, swipe your Card through a POS terminal, sign the receipt, or provide your Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide your Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

## Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. The Issuer or Ion Visa Prepaid Card are not responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

## Card Replacement

If you need to replace your Card for any reason, please contact us at 866.692.9356 to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, copies of accepted identification, etc. There is a fee for replacing your card.

## Transactions Made In Foreign Currencies

If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by Visa into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa U.S.A. Inc. itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the Issuer may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside of the 50 United States and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

## Receipts

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

## Card Account Balance/Periodic Statements

You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may obtain information about the amount of money you have remaining in your Card Account by calling 866.692.9356. This information, along with a sixty (60) day history of Card Account transactions, is also available online at [www.ionprepaid.com](http://www.ionprepaid.com). You also have a right to obtain a sixty (60) day written history of Card Account transactions by calling 866.692.9356 or by writing us at Statement Services, Ion Visa Prepaid Card, PO Box 94332, Las Vegas, NV 89193-4332. You will not automatically receive paper statements.

## Confidentiality

We may disclose information to third parties about your Card or the transactions you make:

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card for a third party, such as merchant;
- (3) In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- (4) If you consent by giving us your written permission;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- (6) Otherwise as necessary to fulfill our obligations under this Agreement

## Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (5) If access to your Card has been blocked after you reported your Card lost or stolen;
- (6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (9) Any other exception stated in our Agreement with you.

## Your Liability for Unauthorized Transfers

Contact us at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us at [Insert 866.692.9356]. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Card Account is \$0 if you are not grossly negligent or fraudulent in the handling of your Card. This reduced liability does not apply to PIN transactions not processed by Visa or ATM cash withdrawals. If you notify us within two (2) business days of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the paragraph labeled "Information About Your Right to Dispute Errors". If you do not notify us in writing within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card Account to keep losses down.

## Other Miscellaneous Terms

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Delaware except to the extent governed by federal law.

**Fee Schedule** - All fee amounts will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on your Card Account, except where prohibited by law. Anytime your remaining Card Account balance is less than the fee amount being assessed, the balance of your Card Account will be applied to the fee amount resulting in a zero balance on your Card Account. If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Card.

# Exhibit 7: Ion Prepaid Card (Money Tree)

| FEE NAME                               | UNLIMITED PURCHASE PLAN | PAY-AS-YOU-GO          |  |
|--|-------------------------|------------------------|--|
| <b>ACTIVITY BASED FEES</b>             | <b>AMOUNT</b>           | <b>AMOUNT</b>          | <b>NOTE</b>  |
| ATM Cash Withdrawal Fee (Domestic)     | \$2.00 per transaction  | \$2.00 per transaction | Additional third party ATM charges may apply                                     |
| ATM Cash Withdrawal Fee (Foreign)      | \$2.00 per transaction  | \$2.00 per transaction | Additional third party ATM charges may apply                                     |
| ATM Balance Inquiry Fee (Domestic)     | \$1.00 per transaction  | \$1.00 per transaction | Additional third party ATM charges may apply                                     |
| ATM Balance Inquiry Fee (Foreign)      | \$1.00 per transaction  | \$1.00 per transaction | Additional third party ATM charges may apply                                     |
| Signature Purchase Fee (Domestic)      | No Fee                  | \$1.00 per transaction |  |
| Signature Purchase Fee (Foreign)       | No Fee                  | \$1.00 per transaction |  |
| Our PIN Purchase Fee (Domestic)        | No Fee                  | \$1.00 per transaction |  |
| Our PIN Purchase Fee (Foreign)         | No Fee                  | \$1.00 per transaction |  |
| Teller Cash Fee (Domestic and Foreign) | \$2.00 per transaction  | \$2.00 per transaction |  |
| <b>OTHER FEES</b>                      | <b>AMOUNT</b>           | <b>AMOUNT</b>          | <b>NOTE</b>  |
| Lost/Stolen Card Replacement Fee       | \$5.00 per Card         | \$5.00 per Card        |  |
| Personalized Replacement Card Fee      | \$5.00 per Card         | \$5.00 per Card        |  |
| Companion Card Fee                     | \$5.00 per Card         | \$5.00 per Card        |  |
| Express Delivery Fee                   | \$35.00 per request     | \$35.00 per request    | Replacement expedited with 2-3 day shipping                                      |
| Text Alerts                            | No Fee                  | No Fee                 | Standard text messaging rates from your wireless service provider may apply      |
| Customer Service Call Fee              | No Fee                  | No Fee                 |  |
| Auto Phone System Call Fee             | No Fee                  | No Fee                 |  |
| International Transaction Fee - SC     | 3% per transaction      | 3% per transaction     |  |
| <b>PERIODIC FEES</b>                   | <b>AMOUNT</b>           | <b>AMOUNT</b>          | <b>NOTE</b>  |
| Monthly Fee                            | \$5.00 per month        | No Fee                 | No charge in same month as enrollment/activation                                 |
| Maintenance Fee                        | No Fee                  | \$5.00 per month       | Assessed after 6 months with no consumer-initiated balance changing transactions |

\*The card is issued with the Unlimited Purchase Plan unless you choose the Pay-As-You-Go Plan at the time of purchase. You must remain in the fee plan you select as long as you have and use the card.

#### Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.

#### The Information About Your Right to Dispute Errors

In case of errors or questions about your electronic transactions, call 866.692.9356 or write to Dispute Processing - Bankcard, PO Box 5017, Sioux Falls, SD 57117-5017 or fax us at 605.988.3346 if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 866.692.9356 or writing us at Statement Services, ion Visa Prepaid Card, PO Box 94332, Las Vegas, NV 89193-4332. You will need to tell us:

1. Your name and Card Account number
2. Why you believe there is an error, and the dollar amount involved
3. Approximately when the error took place

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If you do not have federal payments (for example, Social Security benefits, tax refunds or other government payments) deposited to your Card Account, we may not credit your Card. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed at the beginning of this section. If you need more information about our error-resolution procedures, call us at the telephone number shown above or visit [www.ionprepaid.com](http://www.ionprepaid.com).

#### English Language Controls

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

#### Customer Service

For customer service or additional information regarding your Card, please visit [www.ionprepaid.com](http://www.ionprepaid.com) or contact us at:

Cardholder Services, ion Visa Prepaid Card  
 PO Box 94332, Las Vegas, NV 89193-4332  
 866.692.9356

Customer Service agents are available to answer your calls 24 hours per day, seven days per week.

# Exhibit 7: Ion Prepaid Card (Money Tree)

## Telephone Monitoring/Recording

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

## No Warranty Regarding Goods or Services as Applicable

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

## Arbitration

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) your Card; iii) the Cards of any additional cardholders designated by you; iv) your purchase of the Card; v) your usage of the Card; vi) the amount of available funds in the Card Accounts; vii) advertisements, promotions or oral or written statements related to the Cards, as well as goods or services purchased with the Card; viii) the benefits and services related to the Cards; or ix) transaction on the Card, no matter how described, pleaded or styled, shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16).

**We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.**

**ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.**

For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: AAA, at 335 Madison Avenue, New York, NY 10017 or at [www.adr.org](http://www.adr.org).

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

**NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity; or iv) expiration of the Card. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD. SAVE YOUR RECEIPT AND CALL US AT 866.692.9356 TO CANCEL YOUR CARD AND TO REQUEST A REFUND.**

This Cardholder Agreement is effective 07.2013

**CARDHOLDER AGREEMENT**  
**IMPORTANT – PLEASE READ CAREFULLY**

**Terms and Conditions/Definitions for the Momentum Visa Prepaid Debit Card**

This Cardholder Agreement (“Agreement”) constitutes the Agreement between you, The Bancorp Bank, Wilmington, Delaware (“The Bancorp Bank” or “Issuer”), and ITC Financial Licenses, Inc. outlining the terms and conditions under which the Momentum Visa Prepaid Debit Card has been issued to you by the Issuer. The Issuer is an FDIC insured member institution. “Card” means the Momentum Visa Prepaid Debit Card issued to you by The Bancorp Bank. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. **IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, DO NOT ACTIVATE OR USE THE CARD, SAVE YOUR RECEIPT AND CALL US AT 1-855-721-5041 TO CANCEL YOUR CARD AND REQUEST A REFUND.** “Card Account” means the records we maintain to account for the value of claims associated with the Nonpersonalized Card or Personalized Card. “Non-personalized Card” means the non-personalized Momentum Visa Prepaid Debit Card purchased from a participating retailer. “Personalized Card” means the personalized Momentum Visa Prepaid Debit Card you will receive following your successful completion of the Issuer’s identification verification process and receipt of the Issuer’s approval (see the below captioned “Important Information About Procedures for Opening a New Card Account”). All Cards are issued by the Issuer and distributed and serviced by ITC Financial Licenses, Inc. All Cards sold in the State of Texas are distributed and serviced by ITC Financial Licenses, Inc. “You” and “your” mean the person or persons who have purchased or received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, ITC Financial Licenses, Inc. and their respective successors, affiliates, parents, subsidiaries or assignees. You may contact ITC Financial Licenses, Inc. by telephone at 1-800-571-1376 or by mail at P.O. Box 826, Fortson, Georgia 31808. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card and will not enhance your credit rating. The Card is not for resale. You will not receive any interest on your funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. You agree to sign the back of the Card immediately upon receipt. Signing the back of the Card, using the Card, or allowing someone else to use the Card, means that you accept and agree to be bound by this Agreement. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

Write down your Card number and the customer service telephone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW CARD ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who obtains a Card. What



this means for you: When you register a Card, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other identifying documents.

### **ACTIVATE YOUR CARD**

You must successfully complete the Issuer's identification verification process and receive the Issuer's approval (see the above captioned "Important Information about Procedures for Opening a New Card Account") prior to being issued a Non-personalized Card. The Nonpersonalized Card will be activated at the time that you receive it. Once you have been issued a Non-personalized Card, we will issue and mail a Personalized Card to you. YOU MUST ACTIVATE YOUR PERSONALIZED CARD PRIOR TO USING IT. To activate your Card, call Customer Service at the telephone number indicated on the back of your Card or visit [www.momentumcard.com](http://www.momentumcard.com). Upon activating your Personalized Card, your Non-personalized Card will be deactivated, and any remaining funds associated with your Non-personalized Card will be transferred to your Personalized Card. We may refuse to activate your Card at our sole discretion. For example, we may refuse to activate the Card if the Card is reported lost or stolen.

### **PERSONAL IDENTIFICATION NUMBER**

You will receive a Personal Identification Number ("PIN"), which will be printed on the materials accompanying the Card that is issued to you by the store. When you receive your Personalized Card, this PIN will transfer over to the new Card. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers."

### **AUTHORIZED CARD USERS**

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

### **FDIC INSURANCE**

All funds associated with the Card shall be held by ITC Financial Licenses, Inc. in an account with the Issuer for your benefit, with the balance of such funds to be reduced through your use of such funds or through the imposition of fees and other charges in accordance with the terms of this Agreement. If you have provided us with the personal information described in the paragraph above labeled "Important Information about Procedures for Opening a New Card Account," then such funds are insured by the Federal Deposit Insurance Corporation ("FDIC") up to the maximum amount specified by FDIC regulations.

### **SECONDARY CARDHOLDER**

You may not request an additional Card for another person.

## **YOUR REPRESENTATIONS AND WARRANTIES**

By purchasing or activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the United States, Puerto Rico or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

## **DISCLAIMER OF WARRANTIES**

**EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LIMITATION OF LIABILITY WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY US SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE CARD.**

## **CASH ACCESS**

With your PIN, you may use your Card to obtain cash from any Automated Teller Machine ("ATM") or any Point-of-Sale ("POS") device, as permissible by a merchant that bears the Visa®, Interlink® or STAR® Acceptance Mark. All ATM transactions are treated as cash withdrawal transactions. You may use your Card at an ATM, a POS device or through a participating bank (over-the-counter withdrawal), in each case in one or more transactions. The maximum cumulative amount that may be withdrawn from an ATM per day is \$1,000.00. The maximum cumulative amount that may be withdrawn from a POS device per day is \$10,000.00. The maximum cumulative amount that may be withdrawn through a participating bank (over-the-counter withdrawal) per day is the total available balance on the Card. If you seek to withdraw cash from a merchant POS device, please note that each merchant may establish limits as to how much cash may be obtained from a POS device at a single time or through a single location. This means that you may need to visit more than one merchant if you are seeking to withdraw cash in an amount which is less than or equal to the total limit above, but more than the limit established by the individual merchant.

## **LOADING YOUR CARD**

You may add funds to your Card, called "value loading", at any time. The minimum amount of the initial value load is \$10.00. The minimum amount of each value reload is \$10.00. The maximum amount of each initial load or value reload via direct deposit is \$7,500.00 per transaction, in each case subject to a total Card balance limit of

\$10,000.00. The maximum number of times you may load your Card per day is five (5), so long as the Card balance does not exceed \$10,000.00. You may add value or load your Card via cash at participating retail locations. You may also load your Card via direct deposit. See [www.momentumcard.com](http://www.momentumcard.com) for more information on how to load your Card. You will have access to your funds immediately after load / reload is complete. You will have access to your funds from direct deposit by the morning following the direct deposit date. Personal checks, cashier's checks, and money orders sent to the Issuer are not an acceptable form of loading. All checks and money orders sent to the Issuer for Card loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded to the Card at the discretion of the Issuer.

#### **DIRECT DEPOSIT ACCOUNT**

Your prepaid Card Account and associated direct deposit account number cannot be used for preauthorized direct debits from merchants or from utility or Internet service providers. If presented for payment, these preauthorized direct debits will be declined and your payment to the merchant or provider will not be processed. The bank routing number and direct deposit account number are for the purpose of initiating direct deposits to your prepaid Card Account only. You are not authorized to provide this bank routing number and direct deposit account number to anyone other than your employer or payer.

#### **USING YOUR CARD/FEATURES**

The maximum amount that can be spent on your Card per day is \$10,000.00. The maximum value of your Card is restricted to \$10,000.00. You may use your card to purchase or lease goods or services everywhere Visa debit cards, Interlink cards, or STAR cards are accepted as long as you do not exceed the value available on your Card Account. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined. The Card itself may not be returned to any merchant for a refund, except where required by applicable law. At the time of each purchase using the Card, you will be asked to sign a receipt for the transaction. The dollar amount of the purchase will be deducted from the value associated with the Card. **If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.** Internet, mail, and telephone order purchases may require that we have the zip code of the Card on file. If you have a Personalized Card, we already have your zip code on file. If you have a Non-personalized Card and you wish to make Internet, mail, or telephone order purchases, you will need to go to [www.momentumcard.com](http://www.momentumcard.com) and enter your zip code prior to performing an Internet, mail, or telephone order transaction. If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be

redeemed for cash except where required by law. You may not use your Card for online gambling or any illegal transaction. We may refuse to process any Card transaction that we believe may violate the terms of this Agreement or applicable law. Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees. We may deduct any amount that you owe us from any current or future funds associated with this or any other Card you activate or maintain. You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized regular payments from your Card account. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

### **NON-VISA DEBIT TRANSACTIONS**

New procedures are in effect that may impact you when you use your Card at certain merchant locations. In the past, transactions have been processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or as a STAR transaction. Merchants are responsible for and must provide you with a clear way Fee Schedule of choosing to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the STAR network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the STAR network. Please refer to the paragraph labeled "Your Liability for Unauthorized Transfers" for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions. To initiate a Visa debit transaction at the POS, swipe your Card through a POS terminal, sign the receipt, or provide your Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide your Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

### **RETURNS AND REFUNDS**

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. Exchange or return of merchandise purchased in whole or in part with the Card will be governed by the procedures and policies of each merchant and applicable law. At the time of any exchange or return, you should present both the merchandise receipt and the Card. If you receive a credit, the credit may not be added to the available funds on the Card for seven (7) business days. The Issuer, Visa U.S.A. Inc., ITC Financial Licenses, Inc. or their respective affiliates, employees or agents, including, but not limited to, Interactive Communications International, Inc. and its affiliates, employees and agents are not responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card or any damages resulting directly or indirectly from the use of the Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

### **CARD REPLACEMENT**

If you need to replace your Card for any reason, please contact us at 1-855-721-5041 to request a replacement Card. There are certain restrictions that must be met before we can replace your Card in certain circumstances. You will be required to provide personal information which may include your Card number, full name, transaction

history, copies of accepted identification, etc. We reserve the right to require an affidavit signed by you and conduct an investigation into the validity of any request. There is a fee for replacing your Card in the amount shown in the Agreement captioned "Fee Schedule", which will be deducted from the balance associated with the new Card (Please Note: There is no fee to replace an expired card.) It may take up to fifteen (15) days to process a request for a replacement Card although we will endeavor to provide you with a replacement Card on as timely a basis as is reasonable under the circumstances.

## **EXPIRATION**

The Card plastic is valid through the expiration date shown on the front of the Card, except where prohibited or modified by applicable law. The funds associated with the Card do not expire. You will not be able to use your Card after the expiration date; however, you may request a replacement Card at no cost to you by following the procedures in the paragraph labeled "Card Replacement".

## **TRANSACTIONS MADE IN FOREIGN CURRENCIES**

If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by Visa into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the Issuer may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside of the 50 United States and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

## **RECEIPTS**

You should get a receipt at the time you make a transaction using your Card. This may be your only record of the transaction. You agree to retain, verify, and reconcile your transactions and receipts.

## **CARD ACCOUNT BALANCE/PERIODIC STATEMENTS**

You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It is important to know your available balance before making any transaction. You may obtain information about the amount of money you have remaining in your Card Account by calling 1-855-721-5041. This information, along with a sixty (60) day history of Card Account transactions, is also available online at [www.momentumcard.com](http://www.momentumcard.com). You also have a right to obtain a sixty (60) day written history of Card Account transactions by writing us at Paper Statement Request, Cardholder Services, 401 Garbally Road, Victoria, BC V8T 5M3. However, there is a fee for this service in the amount shown in the Agreement captioned "Fee Schedule" for each paper statement requested. You will not automatically receive paper statements. You agree that these are reasonable procedures for sending and receiving paper statements.

## **FEE SCHEDULE**

**All fee amounts will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on your Card Account, except where prohibited by law. NOTE: Fees assessed to your Card Account balance may bring your Card Account negative. Anytime your Card Account balance is less than the fee amount**

being assessed on your Card Account, the balance of your Card Account will be applied to the fee amount. THIS WILL RESULT IN A NEGATIVE BALANCE ON YOUR CARD ACCOUNT. If that occurs, any subsequent deposits or loads into your Card Account will first be applied to the negative balance.

|                                  | FLAT FEE   | PAY AS YOU GO  |
|----------------------------------|--|--|
| Activation Fee                   | \$10.00 (one-time fee charged at the time a Card is issued to you in-store)                      | \$10.00 (one-time fee charged at the time a Card is issued to you in-store)                      |
| Monthly Fee                      | \$10.00 (per month)  | NO FEE   |
| Load Fee                         | NO FEE   | \$2.00 (per transaction)   |
| Transaction Fee                  | NO FEE   | \$1.00 (per transaction)   |
| In Store Withdrawal Fee          | NO FEE   | NO FEE   |
| Automated Voice Response Fee     | \$0.25 (per transaction)   | \$0.25 (per transaction)   |
| Call Center Customer Service Fee | No fee once per month, then \$1.50 (per call)  | No fee once per month, then \$1.50 (per call)  |
| ATM Domestic Fee                 | \$2.00 (per transaction)   | \$2.00 (per transaction)   |
| ATM International Fee            | \$1.00 per transaction + 3% of the transaction amount  | \$1.00 per transaction + 3% of the transaction amount  |
| Foreign Transaction Fee          | 3% of the transaction amount (per transaction)   | \$1.00 + 3% of the transaction amount (per transaction)  |
| Card to Card Transfer Fee        | \$5.00 (per transaction)   | \$5.00 (per transaction)   |
| Replacement Card Fee             | \$5.00 (per transaction)   | \$5.00 (per transaction)   |
| Account Cancellation Fee         | \$10.00 (charged if a check is issued for funds on your Card Account and Card Account is closed) | \$10.00 (charged if a check is issued for funds on your Card Account and Card Account is closed) |
| Paper Statement Fee              | \$5.00 (per paper statement)   | \$5.00 (per paper statement)   |

If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Card.

#### UNCLAIMED PROPERTY

Applicable law may require us to report to state government authorities any funds remaining with respect to your Card after a certain period of inactivity. In that event, we may try to contact you at the address shown in our records. If we are unable to contact you, we may be required to transfer any funds remaining with respect to your Card to state government authorities as unclaimed property.

#### CONFIDENTIALITY

We may disclose information to third parties about your Card or the transactions you make:

- (1) Where it is necessary or helpful for completing transactions;
- (2) In order to verify the existence and condition of your Card for a third party, such as merchant;

- (3) To utilize services of third parties and affiliate entities who assist us in providing the Card and related services;
- (4) In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- (5) If you consent by giving us your written permission;
- (6) If you owe us money or there are legal proceedings in connection with your Card, in which case, information may be released to attorneys, accountants, collection bureaus, financial institutions, and others involved in collection, adjustment or settlement;
- (7) To our employees, auditors, affiliates, parent and subsidiary companies, service providers, or attorneys as needed;
- (8) In order to prevent, investigate or report possible illegal activity;
- (9) In order to issue authorizations for transactions on the Card;
- (10) As permitted by applicable law; or
- (11) Otherwise as necessary to fulfill our obligation under this Agreement.

Please see our Privacy Notice, available at [https://thebancorp.mybankingservices.com/Global/docs/privacy/001\\_PrivacyPractices.pdf](https://thebancorp.mybankingservices.com/Global/docs/privacy/001_PrivacyPractices.pdf) for further details.

#### **OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS**

If we do not properly complete a transaction from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (5) If access to your Card has been blocked after you reported your Card lost or stolen;
- (6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (9) Any other exception stated in our Agreement with you or by applicable law.

#### **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

Contact us at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us at 1-855-721-5041. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you notify us within two (2) business days and you are not grossly negligent or fraudulent in the handling of your Card. This reduced liability does not apply to PIN transactions not processed by Visa or ATM cash withdrawals. If you notify us within two (2) business days of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00. Also, if you

become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the paragraph labeled "Information About Your Right to Dispute Errors". If you do not notify us in writing within sixty (60) days after you become aware of the transaction and/ or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time. If your Card has been lost or stolen, we will close your Card Account to keep losses down. Upon your request, we will issue you a replacement Card.

#### **OTHER MISCELLANEOUS TERMS**

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of South Dakota except to the extent governed by federal law.

#### **AMENDMENT AND CANCELLATION**

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on our website at [www.momentumcard.com](http://www.momentumcard.com), and any such amendment shall be effective upon such posting to that website. The current Agreement is available at [www.momentumcard.com](http://www.momentumcard.com). However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. There is a fee for this service. Please refer to the fee schedule above. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00. Any request for a return of funds shall be processed within a reasonable period of time after your request.

#### **INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS**

In case of errors or questions about your electronic transactions, call 1-855-721-5041 or write to Cardholder Services, 401 Garbally Road, Victoria, BC V8T 5M3 if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 1-855-721-5041 or writing us at Cardholder Services, 401 Garbally Road, Victoria, BC V8T 5M3. You will need to tell us:

1. Your name and Card Account number
2. Why you believe there is an error, and the dollar amount involved
3. Approximately when the error took place

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear



from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If you do not have federal payments (for example, Social Security benefits, tax refunds or other government payments) deposited to your Card Account, we may not credit your Card. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card. For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the telephone number or address listed at the beginning of this section. If you need more information about our error resolution procedures, call us at 1-855-721-5041 or visit [www.momentumcard.com](http://www.momentumcard.com).

#### **NO WARRANTY OF AVAILABILITY OR UNINTERRUPTED USE**

From time to time the Card services may be inoperative, and when this happens, you may be unable to use your Card or obtain information from your Card, including the available balance of funds associated with your Card. Please notify us at the Customer Service number stated below if you have any problems using your Card. You agree that the Issuer, Visa U.S.A. Inc., ITC Financial Licenses, Inc., and their respective affiliates, employees, or agents, including, but not limited to, Interactive Communications International, Inc. and its affiliates, employees and agents, are not responsible for any interruption of service.

#### **WEBSITE AND AVAILABILITY**

Although considerable effort is expended to make our website and other operational and communications channels available around the clock, we do not warrant these channels to be available and error free every minute of the day. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts. You agree to act responsibly with regard to our website and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the website's systems and integrity. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any "computer viruses" that may affect your computer or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software.

#### **ENGLISH LANGUAGE CONTROLS**

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

#### **CUSTOMER SERVICE**

For customer service or additional information regarding your Card, please contact us at: Momentum® Visa Prepaid Card 401 Garbally Road Victoria, BC V8T 5M3 1-855-721-5041 or 404-806-7672 outside North America Customer Service agents are available to answer your calls: Monday through Friday, 4 a.m. to 11 p.m. PST; Saturday and Sunday, 5 a.m. to 10 p.m. PST (holidays excluded).

#### **TELEPHONE MONITORING/RECORDING**

You agree that from time to time, without further notice to you, we may monitor and/or record telephone calls and electronic communications between you and us to assure the quality of our customer service or as required by applicable law.

#### **NO WARRANTY REGARDING GOODS OR SERVICES AS APPLICABLE**

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

#### **SECTION HEADINGS**

Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any provision of this Agreement.

#### **ENTIRE UNDERSTANDING**

This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter.

#### **ARBITRATION**

Any claim, dispute, or controversy ("Claim") between you and us arising out of or relating in any way to this Agreement, your Card, your purchase of the Card, your usage of the Card, or transactions on the Card, no matter how described, pleaded or styled, shall be finally and exclusively resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules in your state of residence at a location that is reasonably convenient for both parties.

**ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO A TRIAL BY JUDGE OR JURY.**

We will pay the initial filing fee to commence the arbitration.

You and we will have every remedy available in arbitration as you and we would have from a court and will be entitled to reasonable discovery. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made finally and exclusively by the arbitrator. The arbitrator's award will be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

**NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

This arbitration provision shall survive: (i) the termination of this Agreement; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD, SAVE YOUR RECEIPT AND CALL US AT 1-855-721-5041 TO CANCEL YOUR CARD AND TO REQUEST A REFUND.**

This Cardholder Agreement is effective 07/2014.

## U.S. Money Prepaid MasterCard® Schedule A – Cardholder Fees and Transaction Limits

| Description   | Amount  | When You Are Charged   | How to Minimize or Avoid the Fee   |
|---|---|--|--|
| <b>Fees for Getting Started</b>   |   |  |  |
| One-Time Account Setup (non-refundable)   | \$5.95  | Upon Card activation.  |  |
| <b>Fees for Recurring Services</b>  |   |  |  |
| Monthly Fee   | No Monthly Fee with \$500 or more in direct deposit(s); otherwise \$3.00 (see details to right) | On the last day of your first statement cycle after Card activation and the last day of each statement cycle thereafter.<br><br>The monthly fee will be refunded to your Card in full on the last day of each statement cycle if you have had one or more direct deposits totaling \$500 or more credited to your Card during the statement cycle. | Enroll in direct deposit with your employer or government benefits provider and make sure your direct deposits each statement cycle total \$500 or more.   |
| Additional Monthly Fee for Secondary Card   | \$2.95  | On the last day of your first statement cycle after activation of the secondary card and the last day of each statement cycle thereafter.  |  |
| <b>Fees for Spending/Transferring Money in U.S.</b>   |   |  |  |
| PIN Purchase  | \$0.50  | Each time you make a point-of-sale purchase by selecting "debit" and entering your Personal Identification Number ("PIN").   | You can make a signature purchase at no charge by selecting "credit" at checkout and signing for your purchase (if requested to do so by the merchant).  |
| Card-to-Card Transfer (from your Card to another Cardholder, Card to Card was previously referred to as Account to Account) | \$1.50  | Each time you transfer funds from your Card to another Cardholder on our system.   |  |
| ACH Debit   | \$4.95  | Each time we receive an ACH debit to be posted to your Card.   | Make payments using your 16-digit Card number rather than the Bank's routing number and your 13-digit account number.  |
| <b>Fees for Getting Cash in U.S.</b>  |   |  |  |
| ATM Cash Withdrawal   | \$1.50  | Each time you withdraw cash from an ATM that does NOT display the MoneyPass® logo. You may also be charged an additional fee/surcharge by the ATM operator or any network used to complete the transaction. Checking your balance prior to conducting a withdrawal may also result in a Balance Inquiry Fee (see below).                           | Withdraw cash at no charge using an ATM displaying the MoneyPass® logo (locate them at <a href="http://www.moneypass.com">www.moneypass.com</a> ) or request cash back at point-of-sale using your PIN (PIN Purchase Fee applies). Also, make payments using your Card rather than cash when possible. |
| Bank Teller Cash Withdrawal   | \$4.95  | Each time you request a cash withdrawal from a bank teller.  | Withdraw cash at no charge using an ATM displaying the MoneyPass® logo (locate them at <a href="http://www.moneypass.com">www.moneypass.com</a> ) or request cash back at point-of-sale using your PIN (PIN Purchase Fee applies). Also, make payments using your Card rather than cash when possible. |
| <b>Fees for Adding Money</b>  |   |  |  |
| Cash Load Through GreenDot or Western Union Reload Locations or Using the GreenDot MoneyPak®                                | Varies by location; approx. \$4.95 per load   | Third party reload networks (e.g. GreenDot and Western Union) may assess a fee for each load. Visit our customer service website shown on the back of your Card to find a list of reload network locations and be sure to ask about the cost before conducting the load.   | Direct deposit your paycheck or government benefits to your Card at no charge. Obtain your direct deposit form online or by calling us. You may also make a cash load at no charge through any retail location that sells the U.S. Money Card.   |
| <b>Other Fees</b>   |   |  |  |
| ATM Balance Inquiry   | \$1.00  | This fee is charged each time you request your Card balance using an ATM regardless of whether you also conduct a cash withdrawal.   | You can conveniently track your balance at no charge online, by calling us, or by enrolling in SMS balance alerts  |
| Mailed Statement  | \$1.95  | Each time you request this service if requested more than 2 times every 6 months.  | You can view and print your account transaction history online at no charge.   |
| Secondary/Replacement Card  | \$4.95  | Each time you request this service if the replacement/secondary Card is requested prior to Card expiration date.   | Take good care of your Card and always keep it in your possession. You will not be assessed this fee if your Card was stolen   |
| Expedited Delivery Fee  | \$20.00 - \$40.00   | Expedited shipping is available upon request at an additional cost. The cost will vary based on delivery location and the type of expedited shipping requested   | Visit your local Check Into Cash location for a replacement card.  |

## Exhibit 9: U.S. Money Card (Check Into Cash)

| Description   | Amount  | When You Are Charged  | How to Minimize or Avoid the Fee  |
|---|---------|---|---|
| <b>Fees for Declined Transactions and Transactions that Result in a Negative Card Balance</b> |         |   |   |
| Purchase Decline (Signature or PIN)   | \$0.50  | Each time a point-of-sale or online purchase is declined for insufficient funds.      | Keep track of your balance and only attempt transactions in amounts less than or equal to the available balance on the Card.<br><br>You can conveniently track your balance at no charge by visiting us online, by calling us, or enrolling in SMS balance alerts. <b>Unless you obtained your Card through your employer or you receive electronic deposits of Federal benefits to your Card</b> , an Insufficient Funds (NSF) Fee will be charged for Transactions that cause the available balance on your card to go negative, including ACH Debit Transactions and any purchase Transactions where the retailer or merchant does not request authorization and the resulting charge results in a negative balance. |
| ATM Decline   | \$1.00  | Each time an ATM cash withdrawal request is declined for insufficient funds.          |   |
| ACH Decline   | \$14.95 | Each time an ACH debit transaction is declined as unauthorized or insufficient funds. |   |

| <b>Fees for U.S. Money Checks</b>                  |         |   |  |
|--|---------|---|--|
| Check Purchase Fee (per pack of 3)                 | \$3.95  | Each time you request a pack of U.S. Money Checks from us. Per pack of 3 up to 18 checks.                         |  |
| Check Authorization                                | \$1.50  | Each time you are issued a U.S. Money check authorization code.   |  |
| Unauthorized Check Presentment                     | \$14.95 | Each time an unauthorized U.S Money check is presented to us for payment.   |  |
| Check Stop Payment/Redeposit of Voided Check Funds | \$19.95 | Each time you request a stop payment on a U.S. Money check or voided check funds are re-credited to your account. |  |

| <b>Fees for Spending Money Outside the U.S.</b> |                          |   |  |
|---|--------------------------|---|--|
| International Signature Purchase                | \$1.00                   | Each time you select "credit" and sign for a purchase outside the U.S.  |  |
| International PIN Purchase                      | \$1.00                   | Each time you make a purchase outside the U.S. by selecting "debit" and entering your PIN.  |  |
| International ATM Cash Withdrawal               | \$3.00                   | Each time you use an ATM outside the U.S. to withdraw cash. You may also be charged a fee by the ATM operator or any network used to complete the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). |  |
| Currency Conversion                             | 2% of transaction amount | Each time you obtain funds or make a purchase outside the U.S.  |  |

| <b>Transaction Limits</b>   |              |
|-----------------------------|--------------|
| Purchase Limits             | \$5,000/DAY  |
| Cash Withdrawal Limits      | \$2,000/DAY  |
| Load Limit                  | \$10,000/DAY |
| Maximum Card Balance        | \$10,000     |
| Card to Card Transfer Limit | \$5,000/DAY  |

## **CARDHOLDER AGREEMENT**

### **IMPORTANT- PLEASE READ CAREFULLY**

**FOR QUESTIONS OR ASSISTANCE, PLEASE CALL THE CUSTOMER SERVICE TOLL-FREE NUMBER (1-877-849-3249) PRINTED ON THE BACK OF YOUR BRINK'S PREPAID MASTERCARD®.**

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## INTRODUCTION

### Terms and Conditions/Definitions for the Brink's Prepaid MasterCard

This document constitutes the agreement ("**Agreement**") outlining the terms and conditions under which the Brink's Prepaid MasterCard and the Brink's Prepaid MasterCard Virtual Account have been issued by BofI Federal Bank. "**Card Account**" means the records we maintain to account for the transactions made with your Card or Virtual Account. "**Account Number**" means the 14-digit number used to identify your Card Account. "**Card**" means the Brink's Prepaid MasterCard issued to you by BofI Federal Bank. "**Card Number**" is the 16-digit number embossed on your Card. "**Virtual Account**" means a temporary access device issued to you by BofI Federal Bank that you may elect to obtain to access your Card Account for telephone or online transactions, without needing to present your Card. "**Issuer, "we," "us," and "our"** means BofI Federal Bank, of San Diego, California, Member FDIC. "**NetSpend**" refers to NetSpend Corporation, the servicer for the Brink's Prepaid MasterCard program and Brink's Prepaid MasterCard Virtual Account program, and its successors, affiliates, or assignees. Any request for a Card or Virtual Account will be processed by NetSpend, acting on behalf of the Issuer, at its offices located in Austin, Texas. NetSpend is a registered agent of the Issuer. "**You, "your," "Cardholder," and "Primary Cardholder,"** refers to the person who submits an initial request for the Card and is authorized to use the Card as provided for in this Agreement. "**Secondary Cardholder**" refers to the person or persons who have received the Card at the request of the Primary Cardholder and are authorized to use the Card as provided for in this Agreement. In order to become a Cardholder, you must be an individual who can lawfully enter into and form contracts under applicable law in the state in which you reside. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

You acknowledge and agree that the value available in your Card Account is limited to the funds that you have loaded into your Card Account or have been loaded into your Card Account on your behalf. By accepting and using your Card or Virtual Account, you agree to be bound by the terms and conditions contained in this Agreement. You and any Secondary Cardholder(s) agree to sign the back of each respective Card(s) immediately upon receipt.

The expiration date of your Card is identified on the front of the Card. The expiration date of any Virtual Account you have requested is described below in the section labeled "*Virtual Account.*" The Card is a prepaid card. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. The Card is not for resale. You are the direct beneficiary of the funds loaded to your Card Account. The funds in your Card Account will be FDIC insured upon receipt by the Issuer, provided your Card is registered with us (for more information, see section labeled "*Activation/Registration*"). You will not receive any interest on your funds in your Card

Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card and Virtual Account are nontransferable and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card and Virtual Account are not designed for business use, and we may close your Card Account if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Your Card Account does not constitute a checking or savings account and is not connected in any way to any other account, except as described in the section labeled “*Virtual Account*” or as may otherwise be indicated in any other account agreements you have entered into with us.

Write down your Card Number and the Customer Service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

#### **OPENING A CARD ACCOUNT (IDENTIFICATION VERIFICATION)**

The USA PATRIOT Act is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account.

**What this means for you:** When you open a Card Account, we will ask for your name, street address, date of birth, and other information that will allow us to reasonably identify you. We may also ask to see your driver’s license or other identifying documents at any time. The same identification verification requirements apply to each Secondary Cardholder, if any are designated by you.

#### **BUSINESS DAYS**

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

#### **ADDRESS OR NAME CHANGES**

You are responsible for notifying us of any change in your physical address, mailing address, email address, text message address, or your name, no later than two (2) weeks after said change. Any notice of change of address or name required by this Agreement may be provided to us via email at [Contact@BrinksMoney.com](mailto:Contact@BrinksMoney.com), by telephone at 1-877-849-3249, or by mail to: Brink’s Prepaid MasterCard c/o NetSpend, P.O. Box 2136, Austin, TX 78768-2136.



We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

### **AUTHORIZED USERS**

You are responsible for all authorized transactions initiated and fees incurred by use of your Card Account. If you permit another person to have access to your Card, Virtual Account, Card Number or Personal Identification Number (“**PIN**”), we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You must notify us to revoke permission for any person you previously authorized to use your Card, Virtual Account, Card Number or PIN. If you notify us to cancel another person’s use of your Card, Virtual Account, Card Number or PIN, we may close your Card Account and issue a new Card to you with a different number. You are wholly responsible for the use of the Card Account according to the terms and conditions of this Agreement.

### **SECONDARY CARDHOLDER**

You may request an additional Card for a Secondary Cardholder. The maximum number of such additional Cards is two (2). You must notify us to revoke permission for any Secondary Cardholder you previously authorized to use the Card. If you notify us to revoke the Secondary Cardholder’s use of the Card, we may close your Card Account and issue a new Card to you with a different number. You remain liable for any and all use of any additional Card(s) you authorize.

### **ACTIVATION/REGISTRATION**

Both the Primary Cardholder and Secondary Cardholder must activate and register a Card before it can be used. Your Card Account may not have full functionality (*e.g.*, no international transactions and no Account-to-Account transfers), nor will you be able to access Card Account funds exceeding the dollar value established by either federal regulations and/or the Issuer (the “**Excess Funds**”) or reload your Card Account until your Card has been successfully registered. You may activate and register your Card by calling 1- 877-849-3249 or by visiting [www.BrinksPrepaidMasterCard.com](http://www.BrinksPrepaidMasterCard.com). You will need to provide personal information in order for us to verify your identity and the identity of any Secondary Cardholder. If we cannot successfully complete the activation/registration process, you will be entitled to receipt of any Excess Funds remaining in the Card Account by way of a Check Refund, for which the fee, disclosed in the section labeled, “*Fee Schedule*,” will be waived. We may, from time-to-time offer other no-cost methods through which Excess Funds can be made available to you.

## **PERSONAL IDENTIFICATION NUMBER**

You will not receive a PIN with your Card Account. However, you will receive a PIN once you have registered your Card with your personal information. Only one (1) PIN will be issued for each Card Account. Your PIN can be used to obtain cash (see section labeled “*Cash Access*”) or to make purchases at any Point-of-Sale (“**POS**”) device that bears the MasterCard®, Cirrus®, or PULSE® acceptance mark. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, including a Secondary Cardholder, you should advise us immediately by following the procedures described in the section labeled “*Your Liability for Unauthorized Transfers.*”

To register your Card, see the section labeled “*Activation/Registration.*”

## **CASH ACCESS**

With your PIN, you may use your Card to obtain cash from any Automated Teller Machine (“**ATM**”) or any POS device, as permissible by a Merchant, bearing the MasterCard®, Cirrus®, or PULSE® acceptance mark. ATM transactions are treated as cash withdrawal transactions. Any cash withdrawn from an ATM terminal, POS device or through a participating bank or NetSpend Reload Network location (an “**Over the Counter Cash Withdrawal**”) will be subject to the limitations set forth in the section below labeled “*Using Your Card and Virtual Account/Limitations*”). ATM withdrawals may also be subject to varying daily limits at the ATM owner’s discretion. A fee may be associated with the use of your Card to obtain cash. For information about the fee, see the section labeled “*Fee Schedule.*”

## **LOADING YOUR CARD ACCOUNT**

You may add funds to your Card Account, called “**value loading,**” at any time. Your initial value load must be at least \$10.00. The minimum dollar value of any subsequent value loads will be subject to the terms established by the individual reload location (see (a) in the following paragraph). There is no limit on the number of times you may value load your Card Account in a day, but the maximum cumulative amount of value loads is currently \$7,500.00 over any 24-hour period. The calculation of this maximum amount will take into consideration all similar transactions made with any other Card Account(s) you may have with us, whether you are a Primary Cardholder or a Secondary Cardholder.

You may value load your Card Account: (a) using in-store cash value load transactions conducted through any member of the NetSpend Reload Network (see below in this section for more information about the network); (b) by arranging to have all or a portion of your paycheck, government benefits payment, tax refund check, or other electronic funds transfer direct deposited to your Card Account using the Automated Clearing House (“ACH”) system (“**Direct Deposit**” or “**ACH Deposit**”). In order to receive Direct Deposit value loads you must provide each of your payment providers with Issuer’s routing number and your assigned Account Number (see below for details about routing information); and (c) by arranging for the transfer of funds originating from: (i) a financial institution located in the United States; (ii) another Cardholder; and/or (iii) another Card Account. There may be fees associated with these methods of value loading. For information about the fees, see the section labeled “*Fee Schedule.*”

Personal checks, cashiers’ checks, and money orders sent to the Issuer are not acceptable forms of value loading. All checks and money orders sent to the Issuer for Card Account loading will be returned unless your Card Account has a negative balance at the time such check or money order is received, in which case the Issuer may in its discretion choose to apply the check or money order proceeds to the negative balance owed.

A NetSpend Reload Network Location Finder service is available by visiting [www.loadnetspend.com](http://www.loadnetspend.com); by enrolling in and using our Anytime Alerts™ short message service (*typically referred to as an “SMS” message*); or by calling 1-877-849-3249. There may be a fee associated with calling Customer Service. For information about the fee, see the section labeled “*Fee Schedule.*”

## **USING YOUR CARD AND VIRTUAL ACCOUNT/LIMITATIONS**

**Card Account Access:** Subject to the limitations set forth in this Agreement, you may use your Card to (1) withdraw cash from your Card Account (see section labeled “*Cash Access*”); (2) load funds to your Card Account (see section labeled “*Loading Your Card Account*”); (3) transfer funds between your Card Accounts whenever you request; (4) transfer funds from your Card Account to another NetSpend cardholder account; (5) purchase or lease goods or services wherever MasterCard debit cards are accepted, and (6) pay bills directly from your Card Account in the amounts and on the days you request. Some of these services may not be available at all terminals. You may also use your Virtual Account to purchase or lease goods or services or make payments by telephone or online, without presenting your Card (see the section labeled “*Virtual Account*”). There may be fees associated with some of these transactions. For information about the fees, see the section labeled “*Fee Schedule.*”

**Limitations on frequency of transfers:** For security reasons, we may limit the amount or number of transactions you can make with your Card or Virtual Account.

**Limitations on dollar amounts of transfers:** (1) When using a registered Card, you may make a total of \$940.00 in ATM withdrawals during any 24-hour period. (2) No individual transfer made with your Card or Virtual Account may exceed \$4,999.00 (including cash withdrawals, purchases, value loads, bill payment and account-to-account transfers). (3) The maximum cumulative amount of value loads may not exceed \$7,500.00 over any 24-hour period. (4) The maximum value of your Card Account is restricted to \$15,000.00 at any point in time. We will determine any maximum values by aggregating the activity and value of all Card Accounts you may have with us, whether you are a Primary Cardholder or a Secondary Cardholder.

Each time you use your Card or Virtual Account, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You may not exceed the available amount in your Card Account through an individual transaction or a series of transactions – unless we decide, in our sole discretion, to approve such transaction(s) because you have qualified for the Overdraft Protection Service. If you do not qualify for the Overdraft Protection Service (defined in more detail below), and any transaction(s) exceeds the balance of the funds available in your Card Account, you shall remain fully liable to us for the amount of the transaction(s) and any applicable transaction fee(s). You agree to pay us promptly for the negative balance. If you have not added sufficient funds to your Card Account to cover the negative balance within sixty (60) days of its creation, **we will have the right to cancel your Card Account and pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other Card Account(s) you may have with us.** In all instances described above, loads to your Card Account may be made via Direct Deposit or any of the other load methods described in this Agreement.

If you do not have enough funds available in your Card Account, you can instruct the Merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called “split transactions.” Some Merchants do not allow cardholders to conduct split transactions. If you wish to conduct a split transaction and it is permitted by the Merchant, you must tell the Merchant to charge only the exact amount of funds available in your Card Account to the Card. You must then arrange to pay the difference using another payment method. Some Merchants may require payment for the remaining balance in cash. If you fail to inform the Merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

If you use your Card at an automated fuel dispenser (“pay at the pump”), the purchase may be preauthorized for a transaction amount of up to \$100.00, or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the purchase may be preauthorized for a transaction amount representing the purchase amount plus up to 20% more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any

preauthorized amount will result in the placement of a “hold” on your available funds until the Merchant tells us the final payment amount of your purchase. Once we know the final payment amount, the preauthorized amount on hold will be removed. If the Merchant does not tell us the final payment amount, the preauthorized amount on hold will remain in place for up to thirty (30) days. During a hold period, you will not have access to the preauthorized amount

If you use your Card Number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself (see the section labeled “*Virtual Account*” for additional information about how to obtain and use a Virtual Account).

You may not use your Card Number or the Issuer’s routing number and your assigned Account Number in connection with the creation and/or negotiation of any financial instruments such as checks, which we have not authorized.

Your Card cannot be redeemed for cash. You may not use your Card or Virtual Account for online gambling or any illegal transaction.

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card or Virtual Account, except as otherwise permitted in this Agreement. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold (see the section labeled “*Returns and Refunds*,” in addition to previous information addressed in this section).

## **VIRTUAL ACCOUNT**

To purchase or lease goods or services or make payments by telephone or online, without needing to provide your actual Card, you may request up to three (3) active Virtual Accounts. Each Virtual Account consists of a 16-digit account number, a 3-digit security code, and an expiration date.

Each Virtual Account expires one year from the last day of the calendar month during which the Virtual Account was created. For example, if a Virtual Account is created on September 30, 2013, its expiration date is September 30, 2014.

When you use your Virtual Account without presenting your Card, the legal effect will be the same as if you used the Card itself. You must first register your Card with us before you can request a Virtual Account (see the section labeled “*Activation/Registration*”).

## HOW TO QUALIFY FOR AN UPGRADE TO A BRINK'S PREFERRED CARD ACCOUNT

To qualify for an upgrade to a Brink's Preferred Card Account, your Card Account must receive a total of \$500.00 in Direct Deposit funds within one (1) calendar month. Once you have met the qualification requirement, your Card Account will be automatically upgraded to a Brink's Preferred Card Account and you will have access to special Card Account benefits.

Brink's Preferred Card Account benefits include a discounted optional purchase transaction fee plan (the "**Preferred Fee Plan**"); a purchase buffer of up to \$10.00 (the "**Purchase Cushion**"); and access to the Savings Program (the "**Savings Account**"). For information about the Preferred Fee Plan, see the section labeled "*Fee Schedule*." For information about the Purchase Cushion, see the section labeled "*Purchase Cushion and Optional Overdraft Protection*." For information about how to open a Savings Account, visit [www.BrinksPrepaidMasterCard.com](http://www.BrinksPrepaidMasterCard.com).

## PURCHASE CUSHION AND OPTIONAL OVERDRAFT PROTECTION

The features of the Purchase Cushion and the optional Overdraft Protection Service are described below.

**IMPORTANT - The Purchase Cushion and the Overdraft Protection Service are SEPARATE features. A Cardholder may NOT receive the benefits of the Purchase Cushion and the Overdraft Protection Service at the same time.**

### *(A) How the Purchase Cushion Works:*

The Purchase Cushion is a special feature available exclusively to Cardholders who have qualified for an upgrade to a Brink's Preferred Card Account. For information about how to qualify for an upgrade to a Brink's Preferred Card Account, please see the section above labeled "*How to Qualify for an Upgrade to a Brink's Preferred Card Account*." As described above in the section labeled "*Using Your Card and Virtual Account/Limitations*," you generally do not have the right to make transactions or incur fees in amounts exceeding the available balance of your Card Account. We reserve the right to deny any transaction if available funds in your Card Account are insufficient to cover any transaction, fees, or other charges.

However, as a non-contractual courtesy, and in our sole discretion, upon qualifying for an upgrade to the Brink's Preferred Card Account, we may from time-to-time approve purchase transactions that you request that create up to a \$10.00 negative balance in your Card Account. We refer to this feature as the Purchase Cushion. You will not be assessed any fees for Purchase Cushion coverage.

If you meet our eligibility requirements, we may authorize negative balances resulting from Personal Identification Number (“PIN”)-based and signature-based transactions initiated using your Card or Virtual Account. ATM or ACH debit transactions initiated using the Issuer’s routing number and your assigned Card Account number are not eligible for Purchase Cushion coverage. You may receive only one (1) \$10.00 negative balance allowance at a time. Negative balances are approved at our discretion on a per transaction basis. It is important to keep track of the value in your Card Account because it will be your responsibility to determine if you have incurred a negative balance.

If you make a transaction that creates a negative balance in your Card Account, you agree that within thirty (30) days of its creation you will add sufficient funds to your Card Account to cover the negative balance so that your Card Account has a zero or positive balance, or that you will otherwise immediately pay such an amount to us in full upon demand. If after thirty (30) days you have not added sufficient funds to cover your negative balance, your Card Account will remain open to receive credits and loads, which will automatically be applied to your negative balance before they are available to you; however, you will not be able to make any transactions using your Card or Virtual Account until your Card Account has a positive balance, *i.e.*, sufficient funds to cover the negative balance. If you have not added sufficient funds to your Card Account to cover the negative balance within sixty (60) days of its creation, **we will have the right to cancel your Card Account and pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other Card Account(s) you may have with us.** In all instances described above, loads to your Card Account may be made via Direct Deposit or any of the other load methods described in this Agreement.

Should you voluntarily discontinue use of your Card, you shall remain responsible for the negative balance in your Card Account and agree that any credits or loads made to your Card will be used to offset the value of the negative balance, if any.

You acknowledge that a negative balance in your Card Account does not constitute a contractual open end line of credit. If we permit a negative balance on one or more occasions, we do not thereby obligate ourselves to permit a negative balance on any future occasion, and we may refuse to pay a negative balance for you at any time, even though we may have previously paid negative balances up to the \$10.00 limit for you. We have no obligation to notify you before we approve or decline a transaction that would result in a negative balance in your Card Account. Items will be approved or declined in the order they are received.

*(B) How the optional Overdraft Protection Service (the “Service”) Works:*

You generally do not have the right to make transactions or incur fees in amounts exceeding the balance of your Card Account; however, as a non-contractual courtesy, the Service is available on your Card Account if you elect to participate (*i.e.*, opt-in) and you have met each of the activation and eligibility requirements described below.

If you choose to participate in the Service, it is that program only that will provide coverage, at our discretion, for any negative balances. If you opt-out of the Service or your participation in the Service ends or is suspended for any reason, and you have continuously used and maintained your Card Account in accordance with the terms of this Agreement, the Purchase Cushion feature may be made available to you at our discretion.

*a. Activation and Eligibility*

To activate the Service on your Card Account you must take each of the following steps: (1) consent to the delivery of electronic communications and provide a valid email address so that we can contact you if you overdraw your Card Account (see the section labeled “*Delivery of Electronic Communications*” for a description of what giving your consent means); (2) review and accept the terms pertaining to the Service; (3) enroll in the Service (*i.e.*, opt-in); (4) have a positive Card balance at the time of activation; and (5) receive an ACH Deposit of at least \$200.00 to your Card Account every thirty (30) days. The Service will be activated on your Card Account thirty-six (36) days after you receive your first ACH Deposit of at least \$200.00 and you satisfy each of the steps described in this paragraph. ACH Deposits received prior to enrollment in the Service will be considered for the purpose of determining your eligibility for activation of the coverage. If you fail to receive an ACH Deposit of at least \$200.00 every thirty (30) days, or your Card Account has a negative balance for more than thirty (30) days, the Service will be immediately deactivated. Your Card Account will remain open to receive credits and loads that will automatically be applied to your negative balance before they are available to you. If the Service is deactivated, you must retake each of the steps described in this paragraph in order to reactivate coverage.

If your Card Account has a negative balance for more than thirty (30) days on three (3) separate occasions or on any one (1) occasion for more than sixty (60) days, the Service will be permanently deactivated. If your Card Account has a negative balance for more than sixty (60) days, we may also elect to close your Card Account at any time thereafter and retain the right to pursue collection of any amounts owed at our sole and absolute discretion.

We will send you email notifications whenever (a) a transaction results in a negative balance in your Card Account; (b) an Overdraft Protection Service Fee is assessed (if applicable) (see Section B, below, for details about the fee), and (c) the Service is activated or deactivated for your Card Account. If you delete your email address from our Cardholder records or withdraw your consent to receive electronic communications from us, the Service will be immediately deactivated. We cannot accept responsibility for any email messages not received by you, or for any delay in the receipt or delivery of any email notifications. If you make your email address available to any other individual, you agree that you are responsible for any release of any Card Account information to such individual. It is your sole responsibility to ensure that the email



address you provide to us is current and accurate. We are not responsible for loss of messages and other consequences if you do not provide an accurate and current email address.

*b. Terms of Use*

Your participation in the Service is subject to the terms of this Agreement and you may incur fees. The fees for the Service are described here, and in the section labeled “*Fee Schedule.*” The Overdraft Protection Service Fee (if applicable) is applied to certain transactions described below that result in a negative balance (“**Overdraft(s)**”) and is in addition to any other fees ordinarily applicable to a transaction. **The Overdraft Protection Service Fee is \$15.00 for each transaction that overdraws your Card Account by more than \$10.00, up to a maximum of three (3) Overdraft Protection Service Fees per calendar month.** Multiple Overdraft Protection Service Fees may be charged if multiple overdraft transactions are approved on the same day. All transactions are processed in the order in which settlements are received, with the exception of multiple ACH debits received on the same day, which will be processed in order from smallest to largest.

If you are enrolled in the Service and meet our eligibility requirements, we may authorize and pay Overdrafts resulting from PIN- and signature-based purchase transactions initiated using your Card or Virtual Account, telephone-initiated transfers, ATM transactions, and ACH debit transactions that you initiate or authorize someone else to initiate. It is important to keep track of the value in your Card Account because it will be your responsibility to determine if you have overdrawn your Card Account balance, the day and time the Overdraft occurred, and the amount of any Overdraft that is approved.

**Once your Card Account has an overdrawn balance greater than \$10.00, you will have twenty-four (24) hours to reload your Card Account with funds sufficient to bring your Card Account to a zero or positive balance without incurring any Overdraft Protection Service Fee(s) (“Grace Period”).** If you fail to bring your Card Account back to a zero or positive balance within 24 hours from the time of the first transaction causing an overdrawn balance greater than \$10.00, you will incur an Overdraft Protection Service Fee for each transaction approved after your Card Account balance was greater than \$10.00 overdrawn, subject to the limitations described here.

You will receive an email (and an SMS text message if you are enrolled in Anytime Alerts™) notifying you when an Overdraft occurs. We will tell you where and when the transaction occurred and its amount. If the Overdraft was the first transaction to cause an overdrawn balance greater than \$10.00, we will also tell you when the Grace Period ends for the purpose of avoiding payment of the Overdraft Protection Service Fee(s).

You agree that within thirty (30) days of any Overdraft occurrence on your Card Account you will add funds sufficient to bring your Card Account to a zero or positive balance, or

that you will immediately pay such amount(s) to us in full upon demand. The Service is offered in our sole and absolute discretion as a non-contractual courtesy to you, and as such, we may elect to deactivate the Service for your Card Account at any time, refuse to authorize any transaction that exceeds your Card Account balance, modify eligibility or activation requirements, modify or change the Service Fee, limits, or any other aspect of the Service, and/or terminate the Service in its entirety at any time.

Once you have opted-in to the Service, you may opt-out at any time online or by calling **1-877-849-3249** during normal Customer Service hours. To see the hours of operation, refer to the section labeled "*Customer Service.*" Should you choose to opt-out of the Service you remain responsible for any negative balance(s) in your Card Account and agree that any credits or loads made to your Card Account will be used to offset the value of the negative balance(s), if any.

You acknowledge that your participation in the Service and the settlement by us of any transactions exceeding your available Card Account balance does not constitute a contractual open-end line of credit. Our authorization or settlement of any transaction on one or more occasions does not obligate us to authorize or settle future transactions. We may refuse the authorization or settlement of any transaction for you at any time. We have no obligation to notify you before we approve or decline a transaction that would result in an Overdraft in your Card Account.

#### **PREAUTHORIZED DEBITS AND CREDITS**

Your assigned Account Number and the Issuer's bank routing number can be used for arranging both direct deposits and recurring payments to merchants, internet service or other utility providers ("**Merchants**"). You may also arrange for recurring payments to Merchants using your Card Number or the bill pay services made available through our third party service providers.

If you have arranged to have Direct Deposits made to your Card Account at least once every sixty (60) days from the same person or company, you can call us at 1-877-849-3249 to find out whether or not the deposit has been made. There may be a fee associated with calling Customer Service. For information about the fee, see the section labeled "*Fee Schedule.*"

#### **Right to Stop Payment and Procedure for Doing So:**

To stop a recurring payment to a Merchant you have preauthorized to debit your Card Account, you must first contact the Merchant to request the recurring payment be cancelled. If you have arranged for recurring payments to a Merchant using the bill pay services available through our third party service providers, you should first contact the applicable third party service provider to cancel the recurring payment.

If the Merchant or bill payment service provider with whom you have arranged recurring payments from your Card Account is unable or unwilling to stop your payment, you can call us at 1-877-849-3249 or write us at: Brink's Prepaid MasterCard c/o NetSpend, P.O. Box 2136, Austin, TX 78768-2136 to request a stop on such payment. We must receive your request at least three (3) business days before the payment is scheduled to be made. Such a stop payment request will cancel a single, *i.e.*, one (1), recurring payment. If you want to permanently stop all recurring payments to a specific Merchant then we require you to put your request in writing and get it to us within fourteen (14) days after you tell us you want to stop such payments. There is a fee associated with each stop payment order you give. For information about the fee, see the section labeled "*Fee Schedule.*"

**Notice of Varying Amounts:**

If the recurring payments you make might vary in amount, the person you are going to pay will tell you the payment date and the amount of the payment ten (10) days before each payment is scheduled to take place. *(You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)*

**Liability for Failure to Stop Payment of Preauthorized Transfer:**

If you order us to stop a preauthorized payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**FRAUDULENT OR CRIMINAL CARD ACCOUNT OR VIRTUAL ACCOUNT ACTIVITY**

We reserve the right to block or cancel your Card Account or Virtual Account if, as a result of our policies and processes we detect what we reasonably believe to be fraudulent, suspicious or criminal activity or any activity that is inconsistent with this Agreement. We will incur no liability to you because of the unavailability of the funds that may be associated with your Card Account and/or Virtual Account.

**RETURNS AND REFUNDS**

If you are entitled to a refund for any reason for goods or services obtained with your Card or Virtual Account, you agree to accept credits to your Card Account for such refunds and agree to the refund policy of that Merchant. If you have a problem with a purchase that you made with your Card or Virtual Account, or if you have a dispute with the Merchant, you must attempt to handle it directly with the Merchant. There may be a delay of up to five (5) days or more from the date the refund transaction occurs until the date the refund amount is credited to your Card Account.

## **CARD REPLACEMENT**

If you need to replace your Card for any reason, please contact us at 1-877-849-3249 to request a replacement Card. You will be required to provide personal information which may include your Card Number, full name, transaction history, and similar information to help us verify your identity. There is a fee for replacing your Card. For information about the fee, see the section labeled *"Fee Schedule."*

## **TRANSACTIONS MADE IN FOREIGN CURRENCIES AND/OR WITH MERCHANTS LOCATED IN FOREIGN COUNTRIES**

- A. If you obtain funds or make a purchase in a currency other than the currency in which your Card Account was issued, the amount deducted from your funds will be converted by MasterCard International Incorporated ("**MasterCard**") into an amount in the currency of your Card Account. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate MasterCard itself receives or the government-mandated rate in effect for the applicable central processing date. This percentage amount is independent of any amount taken by the Issuer in accordance with this Agreement, and,
- B. If you obtain funds or make a purchase in a currency other than the currency in which your Card Account was issued, or conduct a transaction with a Merchant located outside the U.S., Puerto Rico, the U. S. Virgin Islands, Guam, or the Marianas Islands, the Issuer will deduct a 3.5% transaction fee ("**Foreign Transaction Fee**") based on the amount of the transaction, in the currency of your Card Account. The Issuer will retain this fee as compensation for its services.

## **RECEIPTS**

You should get a receipt at the time you make a transaction using your Card or Virtual Account. You agree to retain, verify, and reconcile your transactions and receipts. You can get a receipt at the time you make any transfer from your Card Account using one of our ATM terminals.

## **CARD ACCOUNT BALANCE/PERIODIC STATEMENTS**

You are responsible for keeping track of the available balance of your Card Account. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may determine your available balance by accessing your Card Account online at [www.BrinksPrepaidMasterCard.com](http://www.BrinksPrepaidMasterCard.com); by enrolling in the Anytime Alerts SMS service; or by calling 1-877-849-3249 (there will be a fee for this call, see below). A sixty (60) day history of account transactions is available free of charge at [www.netspend.com](http://www.netspend.com).

Statements in electronic format will also be made available free of charge at [www.netspend.com](http://www.netspend.com) for each month in which a transaction occurs. You will not automatically receive paper statements. You have the right to obtain a sixty (60) day written history of account transactions by calling 1-877-849-3249, or by writing to us at Brink's Prepaid MasterCard c/o NetSpend, P.O. Box 2136, Austin, TX 78768-2136. **There is a fee for obtaining a written history.** For information about each of the fees described in this section, see the section labeled "*Fee Schedule.*"

## **CONFIDENTIALITY**

We may disclose information to third parties about your Card Account or the transactions you make:

- (1) As provided in the privacy policy associated with the Brink's Prepaid MasterCard;
- (2) Where it is necessary for completing transactions;
- (3) In order to verify the existence and condition of your Card or Virtual Account for a third party, such as a Merchant;
- (4) In order to comply with government agency or court orders, or other legal reporting requirements;
- (5) If you give us your written permission; or
- (6) To our employees, auditors, affiliates, service providers, or attorneys, as needed.

## **OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS**

If we do not properly complete a transaction to or from your Card Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If through no fault of ours, you do not have enough funds available in your Card Account to complete the transaction;
- (2) If a Merchant refuses to accept your Card or Virtual Account;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (5) If access to your Card Account has been blocked after you reported your Card, Virtual Account or PIN lost or stolen;
- (6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (9) Any other exception stated in our Agreement with you.

## **INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS**

In case of errors or questions about your Card Account, telephone us at 1-877-849-3249, write to us at Brink's Prepaid MasterCard c/o NetSpend, P.O. Box 2136, Austin, TX 78768-2136, or email us at [Contact@BrinksMoney.com](mailto:Contact@BrinksMoney.com) as soon as you can, if you think an error has occurred in your Card Account. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 1-877-849-3249 or writing to us at Brink's Prepaid MasterCard c/o NetSpend, P.O. Box 2136, Austin, TX 78768-2136.

You will need to tell us:

1. Your name and Card Number.
2. Why you believe there is an error, and the dollar amount involved.
3. Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card Account within ten (10) business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Card Account.

For errors involving new Card Accounts, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Card Accounts, we may take up to twenty (20) business days to credit your Card Account for the amount you think is in error.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at 1-877-849-3249 or visit [www.BrinksPrepaidMasterCard.com](http://www.BrinksPrepaidMasterCard.com).

## **LOST OR STOLEN CARDS/UNAUTHORIZED TRANSFERS**

If you believe your Card, Virtual Account or PIN has been lost or stolen, call 1-877-849-3249 or write to: Brink's Prepaid MasterCard c/o NetSpend, P.O. Box 2136, Austin, TX 78768-2136. You should also call the number or write to the address shown here if you believe an electronic fund transfer has been made using the information from your Card, Virtual Account or PIN without your permission.

### **Your Liability for Unauthorized Transfers**

Contact us AT ONCE if you believe your Card, Virtual Account or PIN has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission. Telephoning us at 1-877-849-3249 is the best way to minimize your possible losses. You could lose all the money in your Card Account.

Under MasterCard Rules, your liability for unauthorized MasterCard debit transactions on your Card Account is \$0.00 if you notify us within two (2) business days and you exercise reasonable care in safeguarding your Card from loss, theft, or unauthorized use. This reduced liability does not apply if a PIN is used as a method of verification for a disputed transaction or you have reported two (2) or more incidents of unauthorized use in the immediately preceding twelve (12) month period.

If you notify us within two (2) business days after you learn of the loss or theft of your Card, Virtual Account or PIN, you can lose no more than \$50.00 if someone used your Card, Virtual Account or PIN without your permission. If you do NOT notify us within two (2) business days after you learn of the loss or theft of your Card, Virtual Account or PIN and we can prove that we could have stopped someone from using your Card, Virtual Account or PIN without your permission if you had promptly notified us, you could lose as much as \$500.00. If your Card or PIN has been lost or stolen, we will deactivate your Card and issue you a new Card to keep losses down.

Also, if you become aware of and/or your electronic history shows transactions that you did not make, including those made by your Card or other means, notify us at once following the procedures stated in the section labeled "*Information About Your Right to Dispute Errors*" appearing above. If you do not tell us within 60 days of the earlier of the date you electronically access your account, if the unauthorized transaction could be viewed in your electronic history, or the date we sent the FIRST written history on which the unauthorized transfer appeared, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period.

## MISCELLANEOUS

Your Card Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card or Virtual Account is subject to all applicable rules and customs of any clearinghouse or other network or association involved in transactions. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the State of California except to the extent governed by federal law.

## AMENDMENT AND CANCELLATION

We may (a) amend or change the terms and conditions of this Agreement or (b) cancel or suspend your Card Account or this Agreement at any time without prior notice to you except as required by applicable law. You may cancel this Agreement by returning the Card (if applicable) to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event your Card Account is cancelled, closed, or terminated for any reason, so long as you used your Card Account in accordance with the terms of this Agreement, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. Unless you are eligible for receipt of "Excess Funds," as described in the section labeled, "Activation/Registration," there is a fee for this service. For information about the fee, see the section labeled "*Fee Schedule*." **The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.**

We will comply with unclaimed property laws and appropriately engage in escheatment activities as required by state law.

## DELIVERY OF ELECTRONIC COMMUNICATIONS

The following E-SIGN Disclosure and Consent ("**Disclosure**") applies to any and all communications or disclosures that we are legally required to provide to you in writing in connection with your Card Account and any related products and services ("**Communications**"), to the extent you have consented to receiving such Communications electronically. **If you have not consented and would like to receive Communications electronically from us, please visit us online at [www.BrinksPrepaidMasterCard.com](http://www.BrinksPrepaidMasterCard.com). IF YOU WISH TO PARTICIPATE IN THE OPTIONAL OVERDRAFT PROTECTION SERVICE YOU MUST CONSENT TO RECEIVE COMMUNICATIONS FROM US IN ELECTRONIC FORM THROUGHOUT THE ENTIRE DURATION OF YOUR PARTICIPATION IN THE OVERDRAFT PROTECTION SERVICE. IF**



**YOU WITHDRAW YOUR CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM, YOUR PARTICIPATION IN THE OVERDRAFT PROTECTION SERVICE WILL BE IMMEDIATELY DEACTIVATED.**

**1. Scope of Communications to Be Provided in Electronic Form.** When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Card Account and any related products or services
- Your Cardholder Agreement and any notices about a change in terms of your Cardholder Agreement
- Privacy policies and notices
- Error Resolution policies and notices
- Responses to claims filed in connection with your Card Account
- Notices regarding insufficient funds or negative balances

**2. Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided either (1) via email (if you have elected to receive email messages from us), (2) by access to a web site that we will designate in an email notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to the [www.BrinksPrepaidMasterCard.com](http://www.BrinksPrepaidMasterCard.com) website.

**3. How to Withdraw Consent.** You may withdraw your consent to receive Communications in electronic form at any time by contacting us at 1-877-849-3249 or visiting the [www.BrinksPrepaidMasterCard.com](http://www.BrinksPrepaidMasterCard.com) web site. If you do withdraw your consent, we will send subsequent Communications to you in writing to the most current mailing address we have for you in our records. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your request for withdrawal. In the meantime, you will continue to receive Communications in electronic form. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

**4. How to Update Your Records.** It is your responsibility to provide us with a true, accurate and complete email address (if you have elected to receive email messages from us), your contact information, and other information related to this Disclosure and your Card Account, and to maintain and update promptly any changes in this

information. You can update information (such as your email address) through [www.BrinksPrepaidMasterCard.com](http://www.BrinksPrepaidMasterCard.com) or by contacting us at 1-877-849-3249.

**5. Requesting Paper Copies.** We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by calling 1-877-849-3249 or writing to us at Brink's Prepaid MasterCard c/o NetSpend, P.O. Box 2136, Austin, TX 78768-2136. We may charge you a service charge for the delivery of paper copies of certain Communications provided to you electronically pursuant to this authorization. See the *Fee Schedule* for details about this service charge. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

**6. Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

## **CUSTOMER SERVICE**

For customer service or additional information regarding your Card Account, please contact us at:

Brink's Prepaid MasterCard  
c/o NetSpend  
P.O. Box 2136  
Austin, Texas 78768-2136  
**1-877-849-3249**

Customer Service agents are available to answer your calls:  
Monday through Friday, 8 a.m. to 10 p.m. CT  
Saturday and Sunday, 8 a.m. to 8 p.m. CT, excluding holidays.

Card Account balance inquiries made by telephone are subject to a fee. For information about the fee, see the section labeled "*Fee Schedule.*"

## **TELEPHONE MONITORING/RECORDING**

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

## **NO WARRANTY REGARDING GOODS AND SERVICES**

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card or Virtual Account.

## **ARBITRATION**

**Purpose:** This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

**Definitions:** As used in this Arbitration Provision the term “Claim” means any claim, dispute or controversy between you and us arising from or relating to the Card Account or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. “Claim” includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term “Claim” is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card Account; (ii) the amount of available funds in your Card Account; (iii) advertisements, promotions or oral or written statements related to your Card Account, or goods or services purchased with your Card or Virtual Account; (iv) the benefits and services related to your Card Account; and (v) your enrollment for any Card or Virtual Account. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court.

As used in the Arbitration Provision, the terms “we” and “us” shall for all purposes mean the Issuer, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, “we” or “us” shall include any third party using or providing any product, service or benefit in connection with any Card Accounts (including, but not limited to merchants who accept the Card or Virtual Account, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms “you” or “yours” shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional Cardholders.

**Initiation of Arbitration Proceeding/Selection of Administrator:** Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services (“**JAMS**”) or the American Arbitration Association (“**AAA**”), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); or (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).

**Significance of Arbitration:** IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE “CODE”). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

**Restrictions on Arbitration:** If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator’s authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator’s authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

**Location of Arbitration/Payment of Fees:** Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including

for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to the mailing address we have in our records and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

**Arbitration Procedures:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the “**FAA**”). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party’s notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party’s submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator’s decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant’s written notice. The decision of the panel shall be by majority vote and shall be final and binding.

**Continuation:** This Arbitration Provision shall survive termination of your Card Account as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining

portions of this Arbitration Provision, the Agreement or any prior agreements you may have had with us, each of which shall be enforceable regardless of such invalidity.

**FEE SCHEDULE**

**All fees will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on your Card Account, except where prohibited by law. Any time your remaining Card Account balance is less than the fee amount being assessed, the balance of your Card Account will be applied to the fee amount.**

**Refund Policy:** Please call Customer Service with questions about our refund policy.

| <b>Three Purchase Plan Options:</b>  | <b>Pay-As-You-Go<sup>SM</sup> Plan*</b>                    | <b>Monthly Fee Plan</b>                                    | <b>Preferred Fee Plan</b>                                  |
|--------------------------------------|--|--|--|
| Plan Fee                             | None   | \$9.95 per month   | \$5.00 per month   |
| Signature Purchase Transaction Fee** | \$1.00 each  | Included in Plan   | Included in Plan   |
| PIN Purchase Transaction Fee**       | \$2.00 each  | Included in Plan   | Included in Plan   |
| Foreign Transaction Fee              | 3.5% of the U.S. Dollar amount of the purchase transaction | 3.5% of the U.S. Dollar amount of the purchase transaction | 3.5% of the U.S. Dollar amount of the purchase transaction |

\* This Purchase Plan is automatically effective on your Card Account when you first obtain the Card. If you wish to change to another Purchase Plan, just call 1-877-849-3249 or visit [www.BrinksPrepaidMasterCard.com](http://www.BrinksPrepaidMasterCard.com).

\*\*During checkout, select “CREDIT” on the keypad to make a Signature Purchase, or select “DEBIT” and enter your PIN to make a PIN Purchase.

| <b>Withdraw Cash (See our tip on how to avoid ATM fees below)</b>   |   |
|---|---|
| Over the Counter Cash Withdrawal Fee at a financial institution   | \$2.50 per withdrawal, plus the Foreign Transaction Fee, if applicable.   |
| Over the Counter Cash Withdrawal Fee at a NetSpend Reload Network location  | Fee may be assessed by reload location and may vary from location to location. Service not available in all reload locations. |
| Domestic ATM Cash Withdrawal Fee  | \$2.50 per withdrawal, plus ATM owner fees, if any.   |
| International ATM Cash Withdrawal Fee   | \$4.95 per withdrawal, plus the Foreign Transaction Fee, and ATM owner fees, if any.  |
| Foreign Transaction Fee   | 3.5% of the U.S. Dollar amount of the cash withdrawal   |
| ATM Transaction Decline Fee   | \$1.00 each   |
| <b>Tip to avoid ATM fees:</b> Select “DEBIT” and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores. |   |

| <b>Add Money To Your Account:</b>                                       |  |
|---|--|
| Direct Deposit Fee  | No fee   |
| Fee to add cash or check proceeds at a NetSpend Reload Network location | Fee may be assessed by reload location and may vary from location to location. |

|   |  |
|---|--|
| Bank Transfer Fee   | Visit your online Account Center to learn how to transfer funds to your Card from another bank account using a bank debit card or account number. Fees are determined and may be charged to the transferor's bank account by the originating bank. |
| Account-to-Account Transfer Fee via website or text message | No fee; standard text message rates may apply.   |
| Account-to-Account Transfer Fee via Customer Service agent  | \$4.95 each  |

|  |  |
|--|--|
| <b>Manage Your Account:</b>  |  |
| Balance Inquiry Fee  | -No fee using online Account Center<br>-No fee using Anytime Alerts text or email message; standard text message rates may apply<br>-\$0.50 each via Toll-Free Number automated service<br>-\$0.50 each via Toll Free Number Customer Service agent<br>-\$0.50 each via ATM  |
| Check Refund, Paper Communications or Statement Mailing Fee  | \$5.95 each  |
| Additional Card Fee  | \$9.95 each  |
| Lost, Stolen or Damaged Card Replacement Fee   | \$9.95 each  |
| Account Maintenance Fee (also referred to as the Account Inactivity Fee)   | \$5.95 per month (Fee applies if Card Account has not had any activity, that is, no purchases; no cash withdrawals; no load transactions; or no Balance Inquiry Fee for 90 days.) If enrolled in the Monthly Fee Plan and your Card Account has had no activity as described above, this fee applies instead of the Monthly Fee. |
| Overdraft Protection Service Fee (This optional service has Cardholder activation and eligibility requirements.) | \$15.00 per Overdraft occurrence (maximum of 3 fees per calendar month).   |

|   |   |
|---|---|
| <b>Make Payments:</b>   |   |
| Bill Payment Fee  | In addition to the one or more no-cost bill payment methods made available through third-party service providers, you can see a full range of options, including ACH Debit/ Preauthorized Payment Transactions, and the applicable fees in your online Account Center. Fees are determined and assessed by third-party service providers. |
| ACH Debit/ Preauthorized Payment Transaction Decline Fee          | \$1.00 for each such declined transaction.  |
| Stop Payment Fee for ACH Debit/Preauthorized Payment Transactions | \$10.00 each  |

|                           |                                       |
|---------------------------|---------------------------------------|
| <b>Optional Features:</b> |                                       |
| Custom Card Fee           | \$4.95 per custom card, if available. |

Refunds are at par. **This Cardholder Agreement is effective April 01, 2014**  
This Card is issued by BofI Federal Bank pursuant to license from MasterCard International Incorporated.

Standard GPR MasterCard – BofI – Brinks – Eng – Feb 2014



## **Cardholder Agreement** **IMPORTANT – PLEASE READ CAREFULLY**

Please read this Agreement carefully and keep it for future reference. This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which the MetroPCS® Visa® Prepaid Card Card has been issued to you. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Card” means the MetroPCS® Visa® Prepaid Card Card issued to you by BankFirst, Sioux Falls, South Dakota. “Issuer” means BankFirst. BankFirst is an FDIC insured member institution. “Card Account” means the records we maintain to account for the value of claims associated with the Card. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean BankFirst, our successors, affiliates or assignees. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front and back of your Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card. This Card is not for resale. You will not receive any interest on your funds in the Card Account. The Card will remain the property of BankFirst and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Our business days are Monday through Friday, excluding holidays, even if we are open. Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed.

### **\*Obtaining Your Card:**

The USA PATRIOT Act is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account. What this means for you: When you open a Card Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

### **Authorized Users:**

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

### **Secondary Cardholder:**

You may request an additional Card for another person. The maximum number of additional Cards permitted is one (1). You must notify us to revoke permission for any person you previously authorized to use the Card. If you notify us to revoke another person’s use of the Card, we may revoke your Card and issue a new Card with a different number. If you opt to load cash to your Card through the Western Union® load network, you will be prevented from adding a secondary Card to your Card Account.

### **Personal Identification Number:**

You will receive a Personal Identification Number (“PIN”) after you have activated your Card through the Interactive Voice Recognition (“IVR”) system by calling the number on the back of your Card or by accessing your personal Card Account at the website address located on the back of your Card. You should not write or keep your PIN with your



Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers."

#### **Cash Access:**

With your PIN, you may use your Card to obtain cash from any Automated Teller Machine ("ATM") which bears the Visa® or STAR® brand. With your PIN, you may use your Card to obtain cash from any Point-of-Sale ("POS") device, as permissible by merchant, which bears the Visa®, Interlink®, or STAR® brand. All ATM transactions are treated as cash withdrawal transactions. You may use your Card at an ATM. The maximum cumulative amount that may be withdrawn from an ATM per day is \$500. The maximum cumulative amount that may be withdrawn from a participating bank (over the counter withdrawal) per day is the available balance of your Card. Any funds withdrawn from a POS device will be subject to the maximum amount that can be spent on your Card per day.

#### **Loading Your Card:**

You may add funds to your Card, called "value loading", at any time. The minimum amount of each initial value load is \$20. The minimum amount of each value reload is \$20. The maximum amount of each initial value load is \$2,500. The maximum amount of each value reload is \$2,500. The maximum number of times you may load your Card per day is two (2). You may add value or load your Card with cash, credit card or debit card via the PreCash® load network, the Western Union load network, the Visa ReadyLink load network and the PayXone™ load network. You may also load your Card via PayPal®, direct deposit, bank wire transfer, or ACH from a checking or savings account. You may find load network locations and loading instructions by visiting [www.direct-general.com](http://www.direct-general.com) or by calling 1-866-630-2503.

- a) If you use the PreCash, Visa ReadyLink or PayXone load networks, the maximum amount of each initial value load is \$999. The maximum amount of each value reload is \$999.
- b) If you use the Western Union load network, some of your Card features are not available to you.
  1. The maximum amount of each initial value load is \$950.
  2. The maximum amount of each value reload is \$950.
  3. You will not be able to have a secondary Card.
  4. You are limited to ten (10) loads per calendar month (not including direct deposit).

#### **Direct Deposit Account**

Your prepaid Card Account and associated direct deposit account number cannot be used for preauthorized direct debits from merchants or from utility or Internet service providers. If presented for payment, these preauthorized direct debits will be declined and your payment to the merchant or provider will not be processed. The bank routing number and direct deposit account number are for the purpose of initiating direct deposits to your prepaid Card Account only. You are not authorized to provide this bank routing number and direct deposit account number to anyone other than your employer or payer.

#### **Using Your Card/Features**

The maximum amount that can be spent on your Card per day is \$2,500. The maximum value of your Card is restricted to \$2,500.

You may use your Card to purchase or lease goods or services wherever Visa debit cards, Interlink cards, or STAR cards are accepted as long as you do not exceed the value available on your Card Account. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and paying the remainder of the balance with another form of legal tender.

If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$75 or more. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period,

you will not have access to the preauthorized amount. If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You may not use your Card for online gambling or any illegal transaction. Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount on your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees. You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized regular payments from your Card Account. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

#### **Overdraft Feature:**

If you attempt to use your Card for more than the current available balance in your Card Account, we may refuse to authorize the transaction. However, you may qualify for an overdraft feature. You must opt-in to this overdraft feature and it is subject to our approval. Upon qualification, your Card Account will be charged a one-time \$5.95 Participation Fee. When you overdraft your Card Account, you will receive one (1) overdraft advance of \$50 with a \$15 Overdraft Fee applied. You must pay the total overdraft amount, including fees, within twenty (20) days from the date of your overdraft or you will be assessed a Late Charge of \$3 per day commencing on the first day that you are late. You are allowed one (1) overdraft at a time, which must be repaid before any additional overdraft is allowed. Your Card Account may be suspended or canceled at any time if you do not repay the overdraft amount in a timely fashion. We reserve the right to decline any overdraft transaction. We reserve the right to cancel the overdraft feature at any time. We encourage you to make careful records and practice good Card Account management.

#### **Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. If you have a problem with a purchase that you made with your Card, or if you have a dispute with the merchant, you must handle it directly with the merchant.

#### **Charges Made In Foreign Currencies**

If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by Visa U.S.A. Inc. into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa U.S.A. Inc. from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa U.S.A. Inc. itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the Issuer may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for its services.

#### **Receipts**

You should get a receipt at the time you make a transaction using your Card. You agree to retain your receipts to verify your transactions. Card Account Balance/Periodic Statements You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may access your available balance by accessing your Card Account online or by calling 1-866-630-2503. Statements in electronic format will be made available free of charge at [www.metropcs.com/visa](http://www.metropcs.com/visa) during each month in which a transaction occurs. You may access this electronic statement at any time. You will not automatically receive paper statements. You may choose to have a paper statement mailed to you by contacting us each time at 1-866-630-2503. However, there is a fee for this service.

#### **Fee Schedule**

All fee amounts may be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on your Card Account, except where prohibited by law. Anytime your remaining Card Account balance is less than the fee amount being assessed, the balance of your Card Account will be applied to the fee amount. The Fee Schedule can be found in a separate insert that was mailed with your Card.

### **Confidentiality**

We may disclose information to third parties about your Card or the transactions you make:

- 1) Where it is necessary for completing transactions;
- 2) In order to verify the existence and condition of your Card for a third party, such as merchant;
- 3) In order to comply with government agency, court order, or other legal reporting requirements;
- 4) If you give us your written permission; or
- 5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

### **Our Liability for Failure to Complete Transactions**

If we do not properly complete a transaction from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- 1) If through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- 2) If a merchant refuses to accept your Card;
- 3) If an ATM where you are making a cash withdrawal does not have enough cash;
- 4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- 5) If access to your Card has been blocked after you reported your Card lost or stolen;
- 6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- 7) If we have reason to believe the requested transaction is unauthorized;
- 8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- 9) Any other exception stated in our Agreement with you.

### **Your Liability for Unauthorized Transfers**

Contact us at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us at 1-866-630-2503. Under Visa U.S.A. Operating Regulations, your liability for unauthorized Visa transactions on your Card Account is \$0 if you notify us promptly and you are not grossly negligent or fraudulent in the handling of your Card. If you notify us within two (2) business days, you can lose no more than \$50 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500. Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once. If you do not notify us within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card Account to keep losses down.

### **Other Terms**

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement shall be determined to be invalid or unenforceable under any

rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of South Dakota except to the extent governed by federal law.

### **Amendment and Cancellation**

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. We reserve the right to cancel your Card without notice, if there is no activity within sixty (60) days. If your Card is canceled due to inactivity, you may call the number on the back of your Card to reactivate. Inactivity is defined as a zero or negative Card Account balance and no value loads, no purchase activity or cash withdrawals performed for sixty (60) consecutive days. This does not include fee charges. Your Card will be charged a monthly Inactivity Fee after this period of inactivity. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

### **Information About Your Right to Dispute Errors**

In case of errors or questions about your electronic transactions, call 1-866-630-2503 or write to Cardholder Services, PO Box 71402, Salt Lake City, UT 84171 if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact us no later than sixty (60) days after the FIRST statement was made available to you on which the problem or error appeared.

- 1) Provide your name and Card number (if any).
- 2) Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information.
- 3) Provide the dollar amount of the suspected error.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card. For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed at the beginning of this section.

### **English Language Controls**

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

### **Customer Service**

For customer service or additional information regarding your Card, please contact us at:

Direct Vision Visa Card  
PO Box 71402  
Salt Lake City, UT 84171  
1-866-630-2503

Revision Date (08/2007)

## **BankFirst PRIVACY NOTICE**

We are committed to providing you quality products and services while protecting your privacy and security. This Privacy Notice explains what information we collect about you, with whom we share it, and when you can direct us not to share certain information with certain parties.

### **Privacy Practices of Third Parties**

We are not responsible for the privacy policies or practices of any non-affiliated third party. We encourage you to review their privacy policy before providing them with any personally identifiable information. Third parties may collect and use information about you in a way that is different from this Notice.

### **Who “We” Are**

In this Privacy Notice, we, us or our mean:

Marshall BankFirst Corp. - a bank holding company and the following wholly owned subsidiaries:  
Marshall Bank, N.A.—a nationally chartered bank  
Marshall Business Credit, LLC – a subsidiary of Marshall Bank, N.A.  
BankFirst—a South Dakota state chartered bank

We have affiliated companies, under common ownership. The following companies are our affiliates:

The Marshall Group, Inc. Marshall Investments Corporation  
Marshall Real Estate Corporation Marshall Capital Corporation  
Marshall Financial, Inc. PMC Investments, LLC  
Marshall Financial Holdings, LLC Marshall Financial Group, LLC  
Marshall Funding, LLC Marshall Capital Partners, LLC

We have combined our Privacy Notice because you may be a customer of more than one entity.

### **Who “You” Are**

This Privacy Notice will apply to you if you are a consumer who has a continuing relationship with one or more of us. A consumer is a natural person (not a corporation or other legal entity) whose account covered by this Notice is established for personal, family or household purposes (as opposed to a business purpose). If you have a joint account with us, you should share this Notice with the persons who share your account. They may not receive a separate Notice. If you have more than one account with us, you may only receive one copy of this Notice. The practices described in this Notice also apply to our former customers.

### **What “Information” Is**

The term information as used in this Privacy Notice means non-public personal information. This is a legal term which generally means:

- 1) Information that can identify you such as your name, address or social security number,
- 2) that is not publicly available, and
- 3) that we collect in connection with providing a financial product or service to you.

Our Information Collection Practices

In order to provide you with quality products or services, we collect and maintain information about you. This includes personal and financial information which is generally not available to the public. We get this type of information from various sources, including:

- Information you provide to us on applications or other forms, whether in person, by mail, over the telephone or via the Internet. This information may include, for example, your name, address, social security number, and date of birth.

- Information we learn through your financial transactions with us. This may include information on your account balance, transaction history, and account usage.
- Information we receive from a credit reporting agency (credit bureau), if applicable. This may include your credit score and credit history.
- Information we receive from our affiliates and from non-affiliated third parties, relating to their transaction experience with you.

#### **Information We Share with Affiliates**

We may share information derived from transactions we conduct on your behalf with affiliates. Under Federal law, you may not opt-out of disclosure of this information . We may also share information you provide directly to us on applications or forms, or information we receive from credit reporting agencies or other companies, related to your credit worthiness or payment history. You may opt-out of the disclosure of this information as described below.

#### **Information We Share with Service Providers and Joint Marketers**

We may disclose information we collect from you to companies and affiliates that perform services on our behalf such as preparing and mailing monthly statements or responding to customer inquiries. We may also provide other information obtained from you , except for information from consumer reporting agencies, to companies and affiliates who perform marketing services for us or to other financial institutions with which we have joint marketing agreements. You may not opt-out of the disclosure of this information.

#### **Information We Share with Non-Affiliated Third Parties**

We do not disclose any information about you to non-affiliated third parties, except as permitted by law.

#### **Our Data Security Procedures**

We restrict access to non-public personal information about you to those persons who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards to guard your non-public personal information.

#### **Changes to this Notice**

We may make changes to this Privacy Notice at any time. If we do, we will provide you with a notice of such changes as required by law. This Notice replaces any other previous Privacy Notice about our customer information sharing practices.

#### **Compliance with State Law**

We will comply with more restrictive state laws to the extent that they apply to us.

#### **Opt-Out Procedures**

If you prefer that we not disclose non-public personal information about you with affiliates , you may opt-out of those disclosures (other than disclosures permitted by law) by calling us at 1-877-554-2339. Please allow several weeks for your opt-out request to take effect. Your election to opt-out will remain in effect until revoked by you in writing. Please understand that even if you choose to opt-out, we may continue to share your non-public personal information with affiliates and certain non-affiliated third parties as permitted by applicable law.

#### **For More Information**

If you have questions regarding the information contained in this Notice, please contact us at: 1-877-554-2339

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#### **PRECASH, INC. PRIVACY POLICY**

At PreCash, Inc. we value your trust and respect your privacy. This Notice applies to our existing and former customers, meaning individuals who obtain a financial product or service from us primarily for consumer (personal, family or household) purposes. “ Personal information” refers to most nonpublic personally identifiable financial information about you, but does not include information that is available from public sources, such as telephone directories or government records.

## Collection, Use and Retention of Information About You

We collect personal information about you from the following sources:

- Information we receive from you on applications and other forms;
- Information about your transactions with us, our affiliates or others; and
- Information we receive from consumer reporting agencies and other lawful sources.

## Disclosure of Information

We disclose personal information about you or our former customers as permitted by law. Examples of what is permitted by law include: disclosing personal information to affiliated or nonaffiliated companies if it is necessary or helpful in completing a transaction; to report to consumer reporting agencies; to comply with government or court orders; to report an apparent crime; or if you give us your consent.

## Marketing Disclosures

We also may disclose all of the information we collect, as described above, to companies that perform marketing services on our behalf. The third parties sign agreements with us that contain confidentiality provisions.

## The Security of Account Information

We restrict access to personal information about you to our employees and agents who have a need to know such information. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your personal information.

## Changes to this Notice

We may amend this Notice from time to time and will notify you of any amendments if required by applicable law.

## Questions

If you have any questions regarding this Notice, you can contact us at:

PreCash, Inc.  
Attn: Customer Service – Privacy Policy  
1800 West Loop South, Suite 1400  
Houston , Texas 77027  
Telephone: 1-801-924-1755 (toll free)  
Website: [www.precash.com](http://www.precash.com)

## State - Specific Requirements

Texas

After first contacting PreCash, Inc., if you still have an unresolved complaint regarding our money transmission activities, please direct your complaint to:

Texas Department of Banking  
2601 North Lamar Boulevard  
Austin , Texas 78705  
Telephone: 1-877-276-5554 (toll free)  
Website: [www.banking.state.tx.us](http://www.banking.state.tx.us)

# 29%

of prepaid cardholders say they would like to “Have a purchase go through for an overdraft or declined item fee of \$15 or so”<sup>3</sup>

92% of NetSpend customers would recommend Optional Overdraft Protection to a friend or family member.

Many NetSpend customers receive fee free overdrafts.

- 55% of overdraft transactions are fee free.
- 41% of overdraft users get at least one free overdraft a month.
- 12% of monthly overdraft users pay no fees.

Our transaction analysis and focus group results show customers primarily use our overdraft program to buy groceries and to take out cash for rent and other essential bill payments.

*A couple of years ago, my card was compromised and Netspend caught it IMMEDIATELY. They take security of my account very seriously and because of that, I did not have to go through the hassle of disputing fraudulent charges. There was another time when my wife was far from home and running low on gas and because of the overdraft feature she was able to refuel and make it home safely. So of all the prepaid debit cards out there, the ONLY one I would recommend is Netspend. I also like the fact that I receive my gov. benefits up to 4 days early.*

**Rodney of Enola, PA, January 25, 2014**

*I'm 61 years old and if it had not been for Netspend, I would not be able to even eat some days even though that creates an overdraft still that overdraft becomes a blessing when you are sitting at home trying to figure out should you eat breakfast and not dinner or have coffee for breakfast and make that your morning & afternoon meal and have something small that evening. I praise Netspend for being there for me, I thank God for them everyday and I recommend them to anyone who has SSI or Soc Sec that needs direct deposit. I am an Associate Minister at a very large Church, one of the most High Profile Churches in the United States and I tell my Congregants "Use Netspend."*

**Rev Mark of Los Angeles, CA, January 25, 2014**

3. Pew Charitable Trust, Why Americans Use Prepaid Cards(2013), [http://www.pewstates.org/uploadedFiles/PCS\\_Assets/2014/Prepaid-Cards-Survey-Report.pdf](http://www.pewstates.org/uploadedFiles/PCS_Assets/2014/Prepaid-Cards-Survey-Report.pdf)



# 42%

of prepaid cardholders have no emergency savings.<sup>2</sup>

NetSpend's Optional Overdraft Protection Program helps cardholders cover emergencies

With the most customer friendly pricing and practices

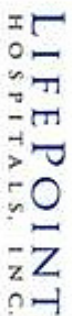
| Principles  | NetSpend Prepaid  | NetSpend Paycard   |
|---|---|--|
| Customer choice and awareness                                     | Customers must opt-in, enroll in e-sign, provide an e-mail address.   | Customers must opt-in, NetSpend sends paper notices for Overdraft opt in and out.  |
| Encourage customer success  | There is no fee if the customer repays the overdrawn amount within 24 hours from the time the transaction settles.  | There is no fee if the customer repays the overdrawn amount by the time the transaction settles.   |
| Discourage excessive use  | <ul style="list-style-type: none"> <li>• Customers can incur no more than 3 fees per month.</li> <li>• Customers are cooled off after 12 fees in 12 months.</li> <li>• \$100 maximum negative balance inclusive of fees.</li> </ul> | <ul style="list-style-type: none"> <li>• Customers can incur no more than 5 fees per month .</li> <li>• Customers are cooled off after 18 fees in 12 months.</li> <li>• \$125 maximum negative balance inclusive of fees.</li> </ul> |
| Overdraft fees should be reasonable and proportional              | <ul style="list-style-type: none"> <li>• Overdrafts up to \$10 incur no fee.</li> <li>• \$15.00 fee per transaction if exceeds Free Buffer (\$10.01+) or account is not reloaded within 24 hour grace period.</li> </ul>            | <ul style="list-style-type: none"> <li>• Overdrafts up to \$ 5 incur no fee.</li> <li>• \$ 25.00 fee per transaction if exceeds Free Buffer (\$5.01+).</li> </ul>  |
| No re-ordering of debits to maximize the number of overdraft fees | <ul style="list-style-type: none"> <li>• All fees are pended at the time the transaction is authorized.</li> <li>• Transactions are never re-ordered.</li> </ul>  |  |
| Overdraft should not be marketed as a source of credit            | All overdraft communications include a reminder that it is an expensive service that should not be overused.  |  |

2. Pew Charitable Trust, Why Americans Use Prepaid Cards(2013), [http://www.pewstates.org/uploadedFiles/PCS\\_Assets/2014/Prepaid-Cards-Survey-Report.pdf](http://www.pewstates.org/uploadedFiles/PCS_Assets/2014/Prepaid-Cards-Survey-Report.pdf)

# Skylight Program Partners



skylight  
financial



**Exhibit 15: Denver Public Schools**  
**(<http://departmentforms.dpsk12.org/payroll/paycardsfaq.pdf>)**

**PAY CARDS – FREQUENTLY ASKED QUESTIONS**

- What is the Skylight One Card?
  - The Skylight One Card is a **Visa debit card** that replaces your pay check and is funded by direct deposit.
- Is the Skylight card a credit card?
  - No. Pay owed to you is direct deposited into you Skylight debit card and can be used at millions of locations that accept Visa debit cards, and at most ATMs worldwide.
- Why are you eliminating payroll checks?
  - To comply with the DPS policy that requires direct deposit of your pay as a condition of your employment.
  - Savings – no more non-compliance fees and check cashing fees.
  - Convenience – immediate access to your funds by 7am MT each payday. No more waiting for your check.
  - Safety – no need to carry around large sums of cash.
  - Other – use your card to shop and pay bills.
- Where and how can I use my Skylight card?
  - Make purchases – Use it at millions of merchants worldwide that accept Visa debit cards, including online or over the phone. There is no fee when you choose to sign for your transactions.
  - Withdraw funds from an ATM – your card is accepted at nearly any ATM. There are many locations such as Safeway, King Soopers, Walgreens, 7-11, & Target that are surcharge free.
  - Pay bills – using your card routing & account number, set up one-time or recurring payments online or by phone.
  - Free over-the-counter cash withdrawals at any Visa Member Bank = 95,033 locations.
- How do I activate a new card?
  - Call the phone number on the card's sticker. You will be asked to choose a Personal Identification Number (PIN), which you should memorize. Sign your card and report any lost or stolen card immediately.
- How do I check my balance and transaction history?
  - Online: Access your account online anytime to see deposits, withdrawals, and purchases.
  - Telephone: call the number on the back of your card for toll-free automated phone service 24/7.
  - Call Skylight Customer Care between 5am – 9:30pm seven days a week.
- Can I use my card to make a purchase that is larger than my available balance?
  - Skylight will not authorize or pay transaction that will cause you to exceed your available balance unless you ask us in advance by signing up for Optional Balance Protection.

- PLEASE DON'T OPT INTO THE OPTIONAL BALANCE PROTECTION PROGRAM, WHICH WILL INCURE A \$25 CHARGE FOR EACH TRANSACTION THAT PAYS INTO OVERDRAFT.
- Can I get additional cards?
  - It is easy to get a second card for your account. Simply contact Skylight Customer Care at the number on the back of your card and request the addition of a joint owner or a sub-account:
    - ❖ Joint Owner – Adding a joint owner gives a person you trust access to all of the funds in your primary account.
    - ❖ Sub-account – This is linked to your primary account and allows you to transfer funds to a secondary cardholder no matter where they are. The secondary cardholder will not have access to any of the funds in the primary account. There is a \$3 monthly fee for a sub-account.
- What should I do if there are transactions I don't recognize?
  - Always compare the receipts you receive after each transaction you make to the items pending or posted to your account. If you need more information about a transaction, you should contact Skylight Customer Care using the number on the back of your card.
- What do I do if my card is lost or stolen?
  - Your Visa debit card is backed by the Visa Zero Liability Policy, which means that you will not be held responsible for any unauthorized signature-based purchases made with your card. Immediately report a lost or stolen card by contacting Skylight Customer Care at 1-800-686-3363. You'll be issued a replacement card and can choose how fast your new card will be delivered. Each year, your first replacement card can be delivered by regular mail at no additional charge to you.
- How can I contact Skylight?
  - Call Skylight Customer Care at 1-800-686-3363, or write to us at Skylight Financial, Inc., PO Box 467428, Atlanta, GA 31146.

### Cardholder Fees

Most employee cardholder paycard transactions are free of charge, however certain fees will apply for some transactions.

| Transaction Description                         | Fee    | Comments   |
|---|--------|--|
| Signature Based Visa Purchases                  | FREE   | Purchases that requires a signature.   |
| Domestic POS – PIN Purchases                    | FREE   | Purchases outside the Continental US are not allowed.  |
| Purchase With Cash Back                         | FREE   | Select "Yes" for cash back and select amount.  |
| 1 <sup>st</sup> ATM Withdrawal per Pay Period   | FREE   | Within Skylight Sponsored Networks (US Bank and Allpoint Network ATMs).  |
| ATM Withdrawal after 1 <sup>st</sup> free       | \$1.50 | Always Surcharge-free within Skylight Sponsored ATM Networks (US Bank and Allpoint Network ATMs). Cardholders can withdraw up to \$1,000 each calendar day.  |
| International ATM Withdrawal                    | \$1.50 | ATM Owner surcharge may apply.   |
| Visa Over-the-Counter Cash Withdrawal           | FREE   | A Visa Member Bank inside teller transaction.  |
| Skylight Checks                                 | FREE   | Cash Skylight Checks for free at US Banks and participating ACE Cash Express locations. The employee can request that a Skylight Check be cancelled/voided free of charge by calling Customer Care. Funds will be reissued to the cardholder account within 2-3 days business days.  |
| Balance Inquiry via IVR                         | FREE   | The cardholder can get an updated balance by calling the toll-free number on the back of the card. They will be required to enter the card number and their PIN.   |
| Transaction Inquiries & Denials                 | \$1.00 | Balance Inquiries at an ATM and transaction declines are assessed this fee.  |
| Monthly Fee – Primary Account                   | FREE   | There is no monthly charge to the employee (primary cardholder).   |
| Monthly Fee – Sub Account & Additional Accounts | FREE   | Additional accounts have the same access to the funds in the primary account as the employee. Sub Account holders do not have access to the primary account funds and can only be funded by a sub account transfer.  |
| Account-to-Account Transfers                    | FREE   | <b>Sub Account Transfers</b> occur between the primary cardholder and any Sub Accounts that they have set up. The primary accountholder can transfer funds by calling Customer Care or directly via Online banking.<br><b>Account-to-Account transfers</b> occur when the primary cardholder is the owner of two accounts at Skylight. This may happen if they have an existing account from another employer and they wish to keep that other account separate from their State of Kansas account. The primary accountholder can accomplish this transfer by calling Customer Care or directly or via Online Banking. |

Exhibit 16: Wichita State University fee schedule

Cardholder fees, cont.

| Transaction Description                               | Fee     | Comments  |
|---|---------|---|
| Wire/MoneyGram® – Outgoing (Domestic & International) | \$25.00 | Outgoing MoneyGram® funds transfer is only used to wire funds directly to the cardholder when the cardholder does not have an active card. The limit is (1) transaction per day with a maximum of \$1,000. If the cardholder has an active card, they are encouraged to cash a Skylight Check or perform a Visa cash withdrawal to access their funds.  |
| Stop Payment  | \$25.00 | If the cardholder sets up recurring payments on their paycard, they can submit a request to stop the payment. The precise date and amount of the recurring payment must be included in the request.   |
| Statements via Web                                    | FREE    | Cardholder can access their statement history at any time via Online Banking by visiting <a href="http://www.skylightonecard.com">www.skylightonecard.com</a> . They must be a registered Online Banking user.  |
| Statement Reprints                                    | \$5.00  | Cardholders can request a statement reprint by calling Customer Care.   |
| Standard Card Replacement                             | \$7.00  | The cardholder is allowed (1) free replacement paycard every 12 months, delivered regular mail. Overnight delivery charges will apply if the cardholder requests next day delivery. Additional paycard replacement requests will be charged the fee.  |
| Insufficient Funds (NSF)                              | \$25.00 | During the 35 days following the initial direct deposit to the account, the cardholder is allowed to overdraw the account by \$4.99 without incurring a fee. If they attempt a transaction that would overdraw the account by more than \$4.99, the transaction will be denied and the cardholder will be charged a \$1.00 denial fee. After day 36, the threshold is raised to \$25.00. The cardholder is allowed to overdraw their account by \$25, but they will be charged a \$25.00 NSF fee. The cardholder is still allowed to overdraw up to \$4.99 at no charge, but any charge overdrawn between \$5.00 to \$25.00 will incur a NSF fee. |
| Inactivity Fee  | \$5.00  | Assessed after 120 days if there are no direct deposits or transactions. The fee is charged only if the account has a balance.  |
| Account Closing (Check Issuance)                      | \$10.00 | If the cardholder requests to close the account and there is an account balance, a check is mailed to the cardholder for the amount of the account balance. The check will be mailed to the cardholder address on file within 5-7 business days.  |



# READY FUND\$®

**EZACCESS® OVERDRAFT PRIVILEGE**

## ***eZaccess Overdraft Privilege - a secure, smart solution***

***It covers transactions that exceed the balance in your account, eliminating the inconvenience of rejected debit card or ATM transactions.***

### **Enrollment is easy!**

- ▶ Visit [www.readyfunds.net/cardholderservices](http://www.readyfunds.net/cardholderservices) and select the eZaccess Overdraft Privilege link to learn more and enroll in this new feature.
- ▶ Read "What You Need to Know About Overdrafts and Overdraft Fees" and click "I Agree" to consent to our standard overdraft practices and authorize us to pay overdrafts on your prepaid debit card from ATM and everyday prepaid debit card transactions.
- ▶ Enroll into the eZaccess Overdraft Privilege program. After you enroll, it may take up to one business day before you can use the feature.
- ▶ We will verify your eligibility and send you an email confirmation.

### **How Do I Use Overdraft Privilege?**

- ▶ When you are ready to use the Overdraft Privilege feature, you may activate an eZaccess Overdraft Privilege request up to your approved amount. Go to [www.readyfunds.net/cardholderservices](http://www.readyfunds.net/cardholderservices)
- ▶ We are not required to approve any request to access Overdraft Privilege, but if we do approve your request we will load funds to your prepaid card in the amount of your request. You may then use your card for transactions up to the amount that we loaded. You may use your card for:
  - ▶ ATM Transactions
  - ▶ Point-of-Sale Purchases (every day prepaid debit card transactions)
  - ▶ Automatic Bill Payments
- ▶ Once you have made one Overdraft Privilege request, you may not make another request until you have deposited funds to your card to fully repay the amount we loaded to your card.
- ▶ While we are not required to approve any request for Overdraft Privilege, we will not approve more than 2 per month or 12 per year.

### **What fees will I be charged to use this feature?**

- ▶ Each time you request and we approve an Overdraft Privilege, we will charge you a one-time Overdraft Privilege fee of \$35 to load the funds to your card. We do not charge additional fees when you use your card to access those funds, but our standard Bill Payment, ATM and bank teller withdrawal fees may apply (ATM operators might also charge fees).
- ▶ If you repay the full amount of your Overdraft Privilege request (the amount we loaded to your card) within 24 hours, we will waive the \$35 Overdraft Privilege fee.

**For more information, contact us today: Toll Free: 1.877.323.9363 • Web: [readyfunds.net](http://readyfunds.net)**

The ReadyFUND\$ Premier Access MasterCard Payroll card is issued by First Covenant Bank pursuant to license from MasterCard International Incorporated. MasterCard and the MasterCard Brand Mark are registered trademarks of MasterCard International Incorporated. First Covenant Bank, Member FDIC. For a complete list of ReadyFUND\$ terms, conditions, fees and eligibility requirements, see the ReadyFUND\$ Cardholder Agreement. ReadyFUND\$ Premier Access Card program and eZsuite is licensed through Performance Benefits, Inc. and its affiliates and service providers are responsible for the operation and administration of all other products and services offered in the eZsuite of financial services. Fees and eligibility requirements apply. \*ATM owners and operators may impose fees and transaction limits, and store POS cash back limits and fees may apply. \*Contact your cell phone provider for details on your plan's text messaging rates that could apply when using your cell phone to access or use ReadyFUND\$.

# EXHIBIT 18: ALABAMA

## Prepaid Card Solutions PayCard (Reloadable)

### Frequently asked questions

Why spend your time standing in line to cash a check? With the Prepaid Card Solutions PayCard, you can access your pay at more than 426,000 automated teller machines (ATM) in the United States. You can also buy groceries, gas, or services from more than 30 million merchants that accept MasterCard® debit cards. Best of all, there is no minimum balance requirement, no credit check, and no lengthy approval process.

#### How does it work?

- You receive a flexible, multi-use payroll card instead of a paper check.
- Each payday, your funds are added to your PayCard electronically, giving you faster access to your money.
- No more lost or damaged checks.
- You will be able to access all of your pay at no charge each pay period; however, fees may be associated with certain card transactions. Please see the Terms & Conditions and the Fee Schedule included in your card materials package and posted to [myprepaidsolution.com](http://myprepaidsolution.com) for details on the fees applicable to your card.

#### Is cardholder customer service available?

Each month you receive one (1) general purpose operator assisted customer service call at no charge. Additional operator-assisted calls may result in a \$2.00 fee. Please see the Terms & Conditions and the Fee Schedule included in your card materials package and posted to [myprepaidsolution.com](http://myprepaidsolution.com) for details on the fees applicable to your card.

#### Can I use a Wells Fargo ATM to access my pay?

Yes, you can access your pay using Wells Fargo ATMs with no surcharge. For non-Wells Fargo ATM withdrawals, additional fees may be assessed by the ATM owner. Please see the Terms & Conditions and the Fee Schedule included in your card materials package and posted to [myprepaidsolution.com](http://myprepaidsolution.com) for details on the fees applicable to your card.

#### What does it cost?

Each time a payment is credited to the card, you receive one (1) Wells Fargo ATM withdrawal at no charge; subsequent transactions may result in fees to your card as described in the Fee Schedule to the Prepaid Card Solutions Terms and Conditions. These transaction fees and other fees that may be applicable to your card are listed below:

|   |           |
|---|-----------|
| Signature point-of-sale purchase:   | No Charge |
| Over-the-Counter cash back:   | No Charge |
| PIN point-of-sale purchase:   | No Charge |
| Domestic or international ATM withdrawal:   | \$1.50*   |
| <i>(after one (1) domestic or international withdrawal per deposit at no charge; if there is no deposit, one (1) domestic or international withdrawal per month at no charge)</i> |           |
| International transaction:  | 3%        |
| <i>(percent based on total transaction amount)</i>  |           |
| Card to account transfer:   | 1%        |
| <i>(percent based on total transaction amount)</i>  |           |
| Live customer service call:   | \$2.00    |
| <i>(after one (1) call per month at no charge)</i>  |           |
| Secondary Card:   | \$15.00   |
| Manual check:   | \$15.00   |
| Domestic card replacement:  | \$15.00   |
| <i>(after one (1) replacement per year at no charge)</i>  |           |
| Express delivery of domestic card replacement:  | \$15.00   |

NOTE: The fees listed above may differ from the fees applicable to your card; refer to the Fee Schedule to the Prepaid Card Solutions Terms and Conditions when you receive your card for the listing of fees that apply to your card.

\*For non-Wells Fargo ATM withdrawals, additional fees may be assessed by the ATM owner.



# EXHIBIT 19: ARIZONA



## Schedule of Fees

Revised September 1, 2014

| Purchases at Merchants   |   |
|--|---|
| Signature-based Purchase at Visa Merchants**                                 | No Fee  |
| Pinned POS Purchase at Merchant<br>(Including cash back transactions)        | No Fee  |
| ATM Fees*  |   |
| ATM Withdrawal Domestic  | No Fee at Bank of America ATMs<br>\$1.50 for all others |
| ATM Withdrawal International   | \$3.50  |
| ATM Balance Inquiries  | No Fee  |
| ATM Transaction Decline  | No Fee  |
| Visa Bank Teller Access  |   |
| Cash Access (limited to available balance only)<br>(via Visa bank locations) | No Fee  |
| Other Service Fees   |   |
| Monthly Maintenance  | No Fee  |
| Online Funds Transfer  | No Fee  |
| Emergency Cash Transfer for Remaining Account Balance<br>(under \$20.00)     | 1 free per year   |
| Emergency Cash Transfer Domestic   | \$15.00   |
| International Transaction  | 2% of U.S. Dollar amount of transaction                 |
| Automated Customer Service Inquiry   | No Fee  |
| Live Customer Service Inquiry  | No Fee  |
| Card Replacement Domestic  | 1 waived each year, \$2.50 thereafter                   |
| Card Replacement – Express Delivery (additional charge)                      | \$15.00   |
| Card Replacement International   | \$15.00   |
| Negative Balance   | No Fee  |
| PIN Changes  | No Fee  |
| Duplicate Statement  | No Fee  |
| Check Issuance   | No Fee  |
| Legal Process  | \$100.00 (or such other amount as may be set by law)    |

Fees for CashPay transactions will be charged to your account daily.

\* ATM owners may impose an additional "convenience fee" or "surcharge fee" for certain ATM transactions (a sign should be posted at the ATM to indicate additional fees); however, you will not be charged any additional convenience or surcharge fees at a Bank of America ATM. A Bank of America ATM means an ATM that prominently displays the Bank of America name and logo. Balance inquiries may not be available at all ATMs outside the U.S.

# EXHIBIT 20: GEORGIA



## Your New Georgia EPPICard™ Debit MasterCard® Card

**Do Not Throw this Card Away!**

### Important ATM Safety Tips

- Keep your Personal Identification Number (PIN) a secret. Never write it down on your debit card.
- Have your debit card out and ready to use as you approach the ATM.
- Be aware of your surroundings. If you observe or sense suspicious persons or circumstances, do not use the machine at that time.
- Exercise extra caution at night. Whenever possible, bring a friend.
- Always take your receipts or transaction records with you.

**Do Not Write Your PIN on Your Card**

### Use Your Card When You Need to, 24 Hours a Day / 7 Days a Week

You can make purchases and get cash at merchant and bank locations wherever the MasterCard Acceptance mark is displayed.

#### Georgia EPPICard™ Customer Service

**Call 1-800-656-1347**

**24 hours a day / 7 days a week**

For Customer Service outside of the United States call the toll-free number at: 801-933-8542

**Call 1-877-GA DHS GO (1-877-423-4746)**  
for TANF and/or child support questions. For payroll questions, contact your human resources office.



The Georgia EPPICard™ Debit MasterCard® is issued by Comerica Bank, pursuant to a license by MasterCard International Incorporated. MasterCard® and the MasterCard® Brand Mark are registered trade marks of MasterCard International Incorporated.

Visit our website at [www.EPPICard.com](http://www.EPPICard.com)  
for information and to sign up for alerts

## Enjoy the Benefits of Your Georgia EPPICard™ Debit MasterCard®

### Activate Your Debit MasterCard Right Away

- Select your Personal Identification Number (PIN) by calling the toll-free number (1-800-656-1347):
  - Enter your card number, when prompted.
  - Enter the last four digits of your Social Security Number.
  - Enter your date of birth, MMDDYYYY. (Example: 10011960).
  - Select a four digit PIN. Enter it a second time to verify.
- Remember your PIN! You must have your PIN to use your card.
- Sign your name in ink on the back of your card.
- Read the enclosed Disclosure Statement to know your rights and responsibilities as a cardholder.
- Funds will not be available on your card until you receive a child support payment or payroll deposit and you have selected your PIN.

### Replacement Card—You Must Select Your PIN Again

- Choose the same PIN or enter a new one.
- Be sure to destroy your old card. It will no longer work.

### Cost to You for Certain Transactions

- The following fees apply if you use these services:

| Cardholder Services—Fee Table   |  |
|---|--|
| Transaction Type  | Service Fee  |
| Deposit notification  | No Fee   |
| Purchases (PIN or Signature)  | Unlimited Free   |
| Bank teller cash withdrawals  | Unlimited Free   |
| ATM balance inquiry   | Unlimited Free   |
| ATM cash withdrawal ONLY at MoneyPass and Comerica Bank locations<br>- Two (2) free per deposit each month<br>- One (1) free per month if you do not receive a deposit<br>- Free cash withdrawals expire at the end of the calendar month | \$1.25 each withdrawal after free are used             |
| ATM cash withdrawal at ATMs other than MoneyPass and Comerica Bank locations<br>- Surcharge fee may apply   | \$1.25 each withdrawal                                 |
| Monthly account access via IVR (telephone)<br>- Five (5) free calls each month<br>- Free transactions expire each month   | \$0.35 each time, after free calls are used each month |
| International ATM Balance Inquiry   | \$1.25 each time                                       |
| International ATM Cash Withdrawal<br>- Currency conversion fee will be added  | \$1.25 each time, plus 3% of the transaction amount    |
| Card Replacement  | \$5.00 each replacement                                |
| Expedited card delivery<br>- Two-day delivery; business days only   | \$15.00 each request                                   |
| Funds transfer to another U.S. Bank   | \$1.50 each  |
| Instant mobile balance request<br>- One (1) free per deposit each month   | \$0.10 each after free are used                        |
| Card inactivity fee<br>- After twelve (12) months of no activity  | \$1.25 each month thereafter                           |

### ATM Surcharge Fees

Some ATMs will apply a fee called a surcharge to use their ATM. You can avoid this fee by using any MoneyPass or Comerica Bank ATM. Always read the ATM messages carefully. You can cancel if you wish to avoid the fee or press enter and pay the fee. Look for these logos:



ACLGA06

# Your Indiana Visa® Debit Card



The Indiana Debit Card is issued by PNC Bank pursuant to a license from Visa U.S.A. Inc.

EXHIBIT 21: INDIANA

## Customer Service Available to You

- Check your balance.
- Select or change your Personal Identification Number (PIN).
- Review transaction history.
- Register a merchant complaint.
- Ask questions about card use.
- Report lost or stolen cards.
- Setup phone deposit notification

**Continue to call your Agency for questions regarding your payments.**

**www.EPPICard.com**

View your account balance and transaction history online.

**Call 1-888-393-5866 (Toll-Free)**  
24 hours a day / 7 days a week

For customer service from outside the U.S. call:  
210-334-6615 (Collect)

This toll-free number is for your convenience in asking questions about your account balance and merchant transactions posted to your account.

Each month you are allowed to make two (2) free calls PLUS one additional call per deposit to the customer service Integrated Voice Response (IVR) to check your balance, hear your transaction history, or to discuss your account information with an operator. After the free calls, your account is charged \$0.50 for each additional call made during the calendar month.

INDIANA

## Getting Started with Your Visa Debit Card

Your payments will be directly deposited into your personal card account, a Visa prepaid debit account. Your Agency will post the payments to the account for your convenience. You are not allowed to spend more than the amount of funds posted to your account. You may use your card at merchant and bank locations worldwide wherever Visa Debit Cards are accepted.

### PIN Selection

- Before using your card, you must activate it by selecting your Personal Identification Number (PIN).
- Follow the instructions on the card carrier to select your PIN.

### To Make Purchases or Get Cash Back

- Present your card when paying for an item.
- The cashier will ask for your signature or for you to enter your PIN.
- If you swipe your card, follow the prompts on the screen.
- The purchase price will be deducted from your account.
- There are no charges for merchant transactions, and you can request cash back with your purchase.
- Enter the cash amount on the keypad or tell the cashier the amount of cash you need.

### To Get Cash

- At an ATM that displays Visa, Interlink® or Plus®.
- Cash back with a purchase at a merchant that accepts Interlink.
- From a teller in a bank location that displays the Visa Member brand mark.

### ATMs—For Cash Withdrawals

- Select participating bank ATMs including PNC Bank or Money Pass.
- You can get free cash withdrawals ONLY at these two bank ATMs or store locations.
- Insert your card and enter your PIN.
- Press either the “Checking” or “Savings” button on the ATM.
- Select “Cash Withdrawal,” enter the amount of cash needed and press “Enter.” Don’t forget to take your receipt.

### Purchases with Cash Back Using Your PIN

- You can request cash back with a purchase.
- Enter the cash amount on the keypad or tell the cashier the amount of cash you need.

### Cash From a Teller in a Bank

- Hand your card to the teller in a bank displaying the Visa brand mark.
- Tell them how much cash you wish to receive.
- There is no charge for this cash withdrawal if you use your free, one per deposit withdrawal.
- You may be asked to sign a receipt.

### How to Avoid Fees

- Ask for cash back with your purchases for cash throughout the month.
- Use your free cash withdrawals at participating bank ATMs or any Visa Member Bank teller window.
- Avoid ATMs that surcharge you for your cash withdrawal.

## Cost to You for Certain Transactions

- You are allowed one (1) free cash withdrawal with each deposit to your account at EITHER a participating bank ATM or a Visa Member bank teller window.
- Your free transactions per deposit will accumulate so that you will always have access to your cash at no charge. Only after you use the free transactions will you be charged a fee.
- The following fees apply if you use other services:

| Fee Table  |  |
|--|--|
| ATM cash withdrawals<br>- Free ONLY at PNC Bank and MoneyPass<br>- Free transactions never expire  | \$1.25 each withdrawal, after free transactions are used |
| ATM cash withdrawal at non-participating banks   | \$1.25 each time   |
| Cash withdrawals at bank teller windows<br>- Free transactions never expire  | \$2.50 each withdrawal, after free transactions are used |
| Purchases  | No fee   |
| Cash back with purchase  | No fee   |
| ATM Balance Inquiry  | \$0.50 each time   |
| ATM Denial<br>- One free per deposit<br>- Free transactions expire each month  | \$0.25 each time, after free transactions are used       |
| Card Replacement<br>- One free replacement each year   | \$5.00 after initial issuance                            |
| Expedited card delivery  | \$15.00  |
| International transactions   | \$1.50 each time   |
| Monthly Account Access via IVR (telephone) or Operator-assisted telephone call<br>- Two free calls + one free with each deposit<br>- Free transactions expire each month | \$0.50 each time, after free calls each month            |

**ATM Surcharges**—Some bank ATMs will apply a fee called a surcharge to use their ATM. You can avoid this fee by using any of the following banking locations:



Always read the ATM messages carefully. You can cancel if you wish to avoid the fee or press enter and pay the fee.

### ATM Safety Tips

- Keep your Personal Identification Number (PIN) a secret.
- Have your ATM card ready to use as you approach the ATM.
- Be aware of your surroundings. If you observe suspicious persons or circumstances, do not use the ATM at that time.

### Deposit Transfer to Personal Bank Account—Optional Service

You may transfer deposits from your debit card account to your checking or savings account. There is no fee for this service.

- Dial the toll-free customer service number, listen closely to the prompts.
- You will be asked to confirm the information.
- The transfer will take 2-3 days to process, 5-7 days to return an error from your bank.

**Use your money where you want, anytime you want!**

The Visa Debit Card is accepted at merchant and bank locations worldwide wherever Visa Debit Cards are accepted. If you don't see the Visa brand marks, ask the cashier if they accept Visa debit. You can use your card wherever these brand marks are displayed.



# EXHIBIT 22: KANSAS

## Exhibit A

### AGREEMENT BETWEEN SKYLIGHT FINANCIAL, INC. AND THE STATE OF KANSAS FOR

#### PAYROLL DEBIT CARD SERVICES

##### PAYCARD FEE SCHEDULE

|  |   |
|--|---|
| Account Enrollment Maintenance.                                |   |
| Description  | Transaction Fee   |
| Initial Card Issuance  | No Charge   |
| Monthly Account Maintenance                                    | No Charge   |
| Point of Sale Transactions                                     |   |
| Description  | Transaction Fee   |
| Point of Sale Transaction – Signature Based                    | No Charge   |
| Point of Sale Transaction – PIN Based                          | No Charge   |
| Cash Withdrawal Transactions                                   |   |
| Description  | Transaction Fee   |
| Vendor ATM   | \$1.50 —The first ATM withdrawal per pay period is provided to State of Kansas employees at no cost. Employees will be assessed a fee of \$1.50 per transaction, after the one (1) free per pay period. |
| Non-Vendor ATM   | \$1.50–The first ATM withdrawal per pay period is provided to State of Kansas employees at no cost. Employees will be assessed a fee of \$1.50 per transaction, after the one (1) free per pay period.  |
| Vendor Teller Based Withdrawal                                 | No Charge   |
| Non-Vendor Based Withdrawal                                    | No Charge   |
| Cash Back at Point of Sale                                     | No Charge   |
| Customer Service and Miscellaneous Fees                        |   |
| Description  | Transaction Fee   |
| Unlimited Web-Based Account Access                             | No Charge   |
| Unlimited IVR-Based Account Access                             | No Charge   |
| Live Representative Account Access                             | No Charge   |
| Vendor ATM Balance Inquiries                                   | \$1.00  |
| Non-Vendor ATM Balance Inquiries                               | \$1.00  |
| Monthly Electronic (Web-Based) Statement                       | No Charge   |
| Monthly IVR-based statement                                    | No Charge   |
| Account Overdraft  | \$25.00   |
| Monthly Inactivity   | \$5.00 – Assessed after 120 days of continuous inactivity.  |
| Standard Card Replacement                                      | \$7.00–One free per year, delivered regular mail.   |
| Reissued Card Replacement                                      | \$7.00–One free per year, delivered regular mail. Some card replacements may require exceptional handling and additional fees may apply.  |
| Declined ATM/POS Transactions                                  | \$1.00  |
| Account Closing Transactions                                   | \$10.00 Check Issuance Fee  |
| Joint Account for all Cardholders who opt to use this service. | No Fee.   |
|  |   |
|  |   |
|  |   |

**PAYROLL CARD FEE COMPARISON**  
**EXHIBIT 23: MISSOURI**

| Description   | New UMB Paycard   | UMB                                  | Central   |
|---|---|--------------------------------------|---|
| Branded Card  | Visa  | Visa                                 | Mastercard  |
| Each Account is FDIC Insured                        | Yes   | Yes                                  | Yes   |
| Online Statement                                    | Free  | Free                                 | Free  |
| Paper Statement                                     | Free  | \$2.50 monthly fee                   | \$1.50 monthly fee  |
| Employee can access entire check in one transaction | Yes/ many ways free of charge   | Yes/Free                             | Yes/Free  |
| In Network ATM Withdrawals                          | Free  | Free                                 | 1.75*   |
| Out of Network ATM Withdrawals                      | \$1.75 + additional fee of ATM owner  | \$1.75 + additional fee of ATM owner | \$1.75* + additional fee of ATM owner   |
| International ATM Withdrawals                       | \$2.00 + additional fee of ATM owner  | \$2.50 + additional fee of ATM owner | \$3.50* + additional fee of ATM owner   |
| Point of Sale (POS) Transaction using a PIN         | Yes/Free  | Yes/\$0.25 transaction fee           | Free  |
| Cash Back at POS                                    | Yes/Free  | Yes/Free                             | Yes/Free  |
| Signature POS                                       | Yes/Free  | Yes/Free                             | Free  |
| Toll Free Customer Service phone                    | Yes/Free  | Free IVR                             | Free Live Agent   |
| Monthly Maintenance                                 | No  | No                                   | No  |
| Overdraft Fee                                       | \$25.00 - optional, cardholder must opt in to utilize this service and it is limited to one per pay cycle | N/A                                  | No  |
| Paper Check Access                                  | Yes/Free  | Yes/Free                             | N/A   |
| Post Office Money Order Fee                         | Yes/Free  | Yes/Free                             | Free + USPS fee   |
| ACH Transfer to a Checking Account                  | Yes/Free  | Yes/Free                             | \$1.50*   |
| Over the Counter Cash Advance                       | Yes/Free  | Yes/\$5.00 fee for each transaction  | \$5.00*   |
| Interactive Voice Response (IVR)                    | Free  | Free                                 | \$0.50 transaction fee if not the first 2 transactions in that pay cycle                                |
| Secured Web Site Access                             | Free  | Free                                 | Free  |
| Wage Statement Access                               | No  | No                                   | Free  |
| Card Replacement                                    | Free  | \$10.00 Each                         | \$5.00  |
| Stop Payment  | \$15.00   | \$15.00                              | N/A   |
| Live Operator Assistance                            | Free  | \$1.00 per call                      | Free  |
| ATM Inquiries/Transaction Denials                   | \$1.25  | \$1.25                               | \$0.50  |
| Inactivity Fee                                      | \$5.00 - assessed after 60 days of zero debits or credits   | N/A                                  | \$2.95 - assessed at 180 days of zero debits or credits   |
|   |   |                                      | <b>*First cash withdrawal transaction (ATM w/d, Cash Advance or ACH) is Free following each payroll</b> |

# EXHIBIT 24: NEBRASKA

## AccelaPay Fee Schedule

| Activity  | Cost  | Description   |
|---|---|---|
| Monthly Account Maintenance   | Free  | Monthly account maintenance.  |
| Purchases at Visa Point-of-Sale   | Free  | Purchases made by signature or PIN-based transactions.  |
| Cash Back with Purchases  | Free  | Cash back with purchases at participating merchants.  |
| Teller Cash Withdrawal  | Free  | Cash withdrawals from a teller at a financial institution.  |
| ATM Withdrawal  | U.S. Bank ATM – Free<br>MoneyPass® ATM – Free<br>Other ATM – \$1.25 | Cash withdrawals at an ATM. Note: the owner of a non-U.S. Bank ATM or non-MoneyPass ATM may assess a surcharge fee on any ATM transaction you complete. The first cash withdrawal per month from any non-U.S. Bank ATM or non-MoneyPass ATM will be free. |
| Customer Service Via <a href="http://www.accelapay.com">www.accelapay.com</a> | Free  | Log in to see Card information, Card activity, view statements and change PIN.  |
| Automated Interactive Voice Response (IVR)                                    | Free  | Calls to Customer Service in which you utilize the automated service.   |
| Live Customer Service Representative  | Free  | Calls to Customer Service in which you speak to a live customer service representative.   |
| Alert Message – email or text   | Free  | Account alert messages. Standard messaging charges may apply through your mobile carrier and message frequency depends on account settings.   |
| Monthly Paper Statement   | Free  | Statements can be accessed over the Internet at no cost.  |
| Inactivity  | \$2.00 Per Month  | If the account is inactive for 270 days, on the 271st day and effective the next calendar month and each month the account is inactive thereafter, a charge will be assessed against the remaining value in your Card account.                            |
| Secondary Card  | \$5.00  | A second Card issued in the name of another trusted person to access the funds on your account.   |
| Card Replacement - Standard   | Free  | Standard processing (3-5 business days) of a replacement Card due to being lost or stolen.  |
| Card Replacement - Expedited  | \$15.00   | Expedited processing (2 business days) of a replacement Card due to being lost or stolen.   |
| Funds Transfer  | \$2.00  | A fee to transfer money from your Card to a checking or savings account.  |
| Foreign Transaction   | Up to 3% per transaction  | A fee charged on a transaction in which the merchant is located in a country other than the U.S. or processes transactions outside of the U.S.  |

We reserve the right to change the above fee schedule upon written notification to you.

### Transaction Limitations

- A. Limitations on frequency of transfers:
- (i) You may make only 10 cash withdrawals from an ATM each day.
  - (ii) You may make only 2 cash advances from a financial institution each day.
  - (iii) You can use our point-of-sale transfer service for 10 transactions each day.
  - (iv) You can use our point-of-sale transfer service using a PIN for 10 transactions each day.
- B. Limitations on dollar amounts of transfers:
- (i) You may withdraw up to \$1,000.00 from an ATM each day.
  - (ii) You may withdraw up to \$1,000.00 from a financial institution each day.
  - (iii) You may buy up to \$3,000.00 worth of goods or services using our point-of-sale service each day.
  - (iv) You may buy up to \$2,000.00 worth of goods or services using our point-of sale transfer service with a PIN each day.

### Card Usage Tips:

**Gas Stations:** When purchasing gasoline at a gas station using the pay-at-the-pump option, a maximum hold of \$75 will be placed on your account to initiate your transaction. This amount will be held until the actual transaction amount clears. If you do not want funds held while waiting for the transaction to clear, please pay the cashier inside for your gasoline purchase. Payments made inside clear for the actual transaction amount immediately.

**Restaurants, Salons and Other Services:** Prepaid Card transaction posting amounts may vary. Most restaurants, salons and other services where you typically tip may temporarily add approximately 20% to your bill to cover the tip. Make sure your balance can cover the 20% or your transaction will be declined.

**Hotels:** When making travel reservations with a hotel or similar merchant, ask for the amount of the authorization they will send to your account. These merchants may send an initial authorization amount equal to your entire stay or rental period, plus taxes and incidentals, even though your actual purchase will be weeks or months away.

**Track your Balance:** It is always important to know your balance before you make a purchase or cash withdrawal and to keep track of your remaining balance after these transactions.

# EXHIBIT 25: NEW HAMPSHIRE

## State of New Hampshire CashPay<sup>®</sup> Schedule of Fees

Effective ~~November 22, 2011~~ August 24, 2014

### Company

|   |  |
|---|--|
| Enrollment –                              |  |
| Account owner electronic enrollment ..... | Waived                                     |
| Web application monthly access fee .....  | Waived                                     |
| Funding –                                 |  |
| ACH funding .....                         | No CashPay fee – Standard ACH per-item fee |
| Web exception funding (optional) .....    | Waived                                     |

### Account owner – Complete fee schedule

|   |   |
|---|---|
| Monthly fees –  |   |
| Monthly maintenance .....   | Waived  |
| ATM and purchase transaction fees –                               |   |
| Bank of America ATM withdrawal domestic* .....                    | Waived  |
| Non-Bank of America ATM withdrawal domestic* .....                | One free per week, \$1.50 thereafter                          |
| ATM withdrawal international .....                                | \$3.50 each   |
| ATM balance inquiries** .....                                     | Waived  |
| ATM transaction decline .....                                     | <del>One free per week, \$0.50 thereafter</del> <b>No Fee</b> |
| Signature-based purchase at Visa merchants*** .....               | Free  |
| Pinned POS purchase (Visa card only) .....                        | Waived  |
| Pinned POS purchase (ATM card only) .....                         | Free  |
| Other service fees –  |   |
| Automated customer service inquiry .....                          | Waived  |
| Live customer service inquiry domestic .....                      | Waived  |
| PIN changes .....   | Waived  |
| Emergency cash transfer domestic .....                            | \$15.00   |
| Emergency cash transfer international .....                       | \$30.00   |
| Cash access ( <i>limited to available balance only</i> )*** ..... | <del>One free per week, \$5.00 thereafter</del> <b>No Fee</b> |
| Online Funds Transfer .....                                       | Waived  |
| Card replacement domestic .....                                   | <del>\$5.00</del> <b>1 free per year, \$5.00 thereafter</b>   |
| Card replacement – Express delivery (additional charge) .....     | \$15.00   |
| Card replacement international .....                              | Quote provided at time of request, as price varies by country |
| International transaction fee .....                               | Two percent of U.S. dollar amount of transaction              |
| Account closure fee (check issued) .....                          | \$5.00  |
| Legal process fee (check issued) .....                            | \$100.00 (or such amount as may be set by law)                |

\*ATM owners may choose to charge an additional convenience fee or surcharge (a sign should be posted at the ATM to indicate additional fees); however, ATMs displaying Bank of America signs will not charge any additional surcharge to CashPay cardholders.

\*\*Balance inquiries may not be available at all ATMs outside the United States.

\*\*\*This feature is only available with the CashPay Visa card.

## EXHIBIT 26: NEW JERSEY

Bank of America issues the Cash Pay Card to State employees. The following are fees associated with usage of the card:

- a. Purchase at Merchants (signed or using PIN, online, phone, or mail purchases): No Fee
- b. Bank of America ATM Withdrawal Domestic: No Fee
- c. ATM Balance Inquires (all ATMs): No Fee
- d. Declined Transaction (ATMs only): No Fee
- e. Online, Automated, Live, or International Customer Service Inquiry: No Fee
- f. Online Funds Transfer: No Fee
- g. Account Alert Service: No Fee
- h. PIN Changes: No Fee
- i. Non-Bank of America ATM Withdrawals: 2 waived each month; \$1.00 per transaction thereafter
- j. ATM Withdrawal International: \$3.00 per transaction
- k. Teller Cash Access (Available at financial institutions that accept VISA cards & limited to available balance only): 1 waived per week, \$4.00 thereafter
- l. Emergency Cash Transfer for remaining account balance (under \$20.00): 1 waived per year
- m. Emergency Cash Transfer Domestic: \$15.00 per transaction
- n. Emergency Cash Transfer International: \$30.00 per transaction
- o. Card Replacement Domestic: No Fee for the first replacement each year, \$5.00 thereafter
- p. Card Replacement – Express Delivery (additional charge): \$15.00 per request
- q. Card Replacement International: Quote provided at time of request, as price varies by country
- r. International Transaction Fee: 2% of US dollar amount of transaction
- s. Check Issuance Upon Account Closure: \$5.00 per request
- t. Legal Process Fee: \$100.00 (or such other amount as may be set by law)



# EXHIBIT 27: OHIO

## PAYWORKS PAYROLL DEBIT CARD SCHEDULE OF FEES

| EMPLOYEE FEES *   |                           |
|---|---------------------------|
| <b>Monthly Fees:</b>  |                           |
| Monthly Account Maintenance Fee                               | \$2.00                    |
| <b>Cardholder Transaction Fees:</b>                           |                           |
| • ATM Withdrawal (KeyBank ATM)                                | Free                      |
| • ATM Withdrawal at Non-KeyBank ATM                           | \$1.50                    |
| • ATM Balance Inquiry   | \$0.35                    |
| • Cash Advance Fee  | Free                      |
| • Non-PIN (signature) POS Transaction Fee                     | Free                      |
| • Point of Sale (POS) Transaction Fee                         | \$0.25                    |
| <b>Other Fees:</b>  |                           |
| • Voice Response Unit (VRU) Calls (Four free calls per month) | \$0.35 per call after 4th |
| • Duplicate Statement Fee                                     | \$3.00                    |
| • Issuance Fee  | \$5.00                    |
| • Additional Card Fee   | \$5.00                    |
| • Card Replacement Fee  | \$5.00                    |
| • Account Closure Fee   | \$5.00                    |
| • Research Fee  | \$15.00 per hour          |
| • Legal Process Fee (i.e., garnishment, judgments, etc.)      | \$40.00                   |

\* Monthly maintenance fee and cardholder transaction fees are debited directly from the cardholder's account.

All fees are subject to change without notice.

A valid government-issued identification with photo and signature is required when you submit your enrollment form. Some examples of acceptable government-issued photo identification include:

- a valid state-issued driver's license
- a valid Utah Drivers Privilege card (within state of Utah only)
- a valid state-issued non-driver's license photo identification
- a valid passport
- a valid military ID card
- a valid military dependent pass
- a valid INS (immigration) card
- a valid Native American (tribal) ID (some do not have a signature)
- a valid Mexican Matricula Consular card
- a valid Mexican driver's license
- a valid Canadian license

KeyCorp Internal  
Effective July 2007  
v1.0

State of Oklahoma  
P.O. Box 9044  
Coppell, TX 75019

# EXHIBIT 28: OKLAHOMA

## HERE IS YOUR STATE OF OKLAHOMA DIRECT PAYMENT CARD

JOHN M CARDHOLDER  
1234 MAIN ST  
ANYTOWN, CO 00000

You must activate your card, select a PIN and sign the back before you can use it.

**Activate your card right now!**

Log on to:

**www.ucard.chase.com**

or call:

**1-866-444-4283**

### FEEES FOR USING YOUR CARD

| At Automated Teller Machines (ATMs)     |   |
|---|---|
| Cash Withdrawal<br>(Daily limit: \$800) | Free at Chase, Allpoint and MoneyPass ATMs<br>2 free per deposit at other ATMs,<br>then \$1.00 each |
| Balance Inquiry                         | Free  |
| At Banks or Credit Unions               |   |
| Teller-assisted<br>Cash Withdrawal      | Free  |

See the enclosed Disclosure Statement and User Agreement for specific details.

### OTHER FEES

|  |   |
|--|---|
| Card Replacement – standard                                      | Free  |
| Card Replacement – expedited                                     | \$15.00 per card  |
| Inactive Account<br>(after 365 days without use)                 | \$1.50 per month  |
| International Transaction  | 3% of transaction   |
| Funds Transfer to any Checking or<br>Savings Account in the U.S. | Free to a Chase Account,<br>\$0.50 each to other accounts |
| Online Bill Payment at<br>www.myaccount.chase.com                | \$0.25 per bill payment                                   |

Use your card without paying a surcharge at these ATMs:



www.ucard.chase.com

www.allpointnetwork.com

www.moneypass.com

## HOW TO ACCESS AND MANAGE YOUR MONEY WITHOUT PAYING FEES

Why pay fees when you don't have to? Here are some ways you can use your card to access and manage your money without paying fees.

### RETAIL LOCATIONS

- Unlimited **FREE** transactions when you use your card at merchants across the U.S.
- Unlimited **FREE** cash back with a purchase at supermarkets and other stores



### AUTOMATED TELLER MACHINES (ATMS)

- **FREE** cash withdrawals and balance inquiries at Chase, Allpoint and MoneyPass ATMs
- No surcharges at Chase, Allpoint and MoneyPass ATMs



### UCARD CENTER WEBSITE

- Check your balance for **FREE** anytime
- View and download monthly statements for **FREE**



**WWW.UCARD.CHASE.COM**

# EXHIBIT 29: OREGON

## AccelaPay Fee Schedule – Effective [February 15, 2012]

| Activity   | Cost  | Description  |
|--|---|--|
| <b>Monthly Account Maintenance</b>   | Free  | Monthly account maintenance.   |
| <b>Purchases at Point-of-Sale</b>  | Free  | Purchases made by signature or PIN-based transactions.   |
| <b>Cash Back with Purchases</b>  | Free  | Cash back with purchases at participating merchants.   |
| <b>Teller Cash Withdrawal</b>  | Free  | Cash withdrawal from a teller at a financial institution.  |
| <b>ATM Withdrawal</b>  | U.S. Bank ATMs – Free<br>Other ATMs – 2 Free per month,<br>\$2.00 each thereafter | Cash withdrawals at an ATM. Note: The owner of a non-U.S. Bank ATM may assess a surcharge fee on any ATM transaction you complete.   |
| <b>ATM Balance Inquiry</b>   | Free  | Balance inquiries at an ATM.   |
| <b>Customer Service Via <a href="http://www.accelapay.com">www.accelapay.com</a></b> | Free  | Log in to see Card information, Card activity, view statements and change your PIN.  |
| <b>Automated Interactive Voice Response (IVR)</b>                                    | Free  | Calls to Customer Service in which you utilize the automated service.  |
| <b>Live Customer Service Representative</b>  | Free  | Calls to Customer Service in which you speak to a live customer service representative.  |
| <b>Alert Message – email or text</b>   | Free  | Account alert messages. Standard messaging charges may apply through your mobile carrier and message frequency depends on account settings.  |
| <b>Monthly Paper Statement</b>   | Free  | Monthly paper statements requested by mail. Statements can also be accessed over the Internet at no cost.  |
| <b>Inactivity</b>  | \$2.00 Per Month  | If the account is inactive for 365 days, on the 366th day and effective the next calendar month and each month the account is inactive thereafter, a charge will be assessed against the remaining value in your Card account. An account is inactive if there have been no transactions performed using the card. |
| <b>Card Replacement - Standard</b>   | Free  | Standard processing (3-5 business days) of a replacement card due to being lost or stolen.   |
| <b>Card Replacement - Expedited</b>  | \$15.00   | Expedited processing (2 business days) of a replacement card due to being lost or stolen.  |
| <b>Foreign Transaction</b>   | Up to 3% per transaction  | A fee charged on a transaction in which the merchant or ATM is located in a country other than the U.S. or processes transactions outside of the U.S.  |

We reserve the right to change the above fee schedule upon written notification to you.

### Transaction Limitations

#### A. Limitations on frequency of transfers:

- (i) You may make only 10 cash withdrawals from an ATM each day.
- (ii) You may make only 2 cash advances from a financial institution each day.
- (iii) You can use our point-of-sale transfer service for 10 transactions each day.
- (iv) You can use our point-of-sale transfer service using a PIN for 10 transactions each day.

#### B. Limitations on dollar amounts of transfers:

- (i) You may withdraw up to \$1,000.00 from an ATM each day.
- (ii) You may withdraw up to \$1,000.00 from a financial institution each day.
- (iii) You may buy up to \$3,000.00 worth of goods or services using our point-of-sale service each day.
- (iv) You may buy up to \$2,000.00 worth of goods or services using our point-of sale transfer service with a PIN each day.

### Card Usage Tips:

Prepaid Card transaction posting amounts may vary. Most restaurants, salons and other services where you typically tip may temporarily add approximately 20% to your bill to cover the tip. Make sure your balance can cover the 20% or your transaction will be declined.

When making travel reservations with a hotel or similar merchant, ask for the amount of the authorization they will send to your account. These merchants may send an initial authorization amount equal to your entire stay or rental period, plus taxes and incidentals, even though your actual purchase will be weeks or months away.

It is always important to know your balance before you make a purchase or cash withdrawal and to keep track of your remaining balance after these transactions.



# EXHIBIT 30: SOUTH DAKOTA

|  |  |
|--|--|
| <b>5. Cardholder Fees</b><br>By accepting and using the Card, you are responsible for the following fees which will be deducted automatically from the Card Value at the time the fee is incurred unless (i) there is insufficient Card Value remaining, in which case you must mail payment to us, or (ii) the fees are paid directly by Company. |  |
| <b>Card Issuance Fee:</b>  | \$5.95<br>This fee may be charged at the time of issuance, both initial issuance and when re-issued due to lost, stolen, etc.  |
| <b>Card Usage Fees:</b><br>*ATM and Cash Advance Fee:  | \$0.00 per transaction.<br>* If you use an ATM, you may be charged a fee by the ATM operator including a fee for a balance inquiry even if you do not complete a withdrawal.   |
| <b>Foreign Currency Transaction Fee:</b>   | Three percent (3%) of the transaction amount.  |
| <b>Special Service Fees:</b><br>Balance Inquiry and Transaction History:   | This information is FREE online at <a href="http://www.premieraccesscard.com">www.premieraccesscard.com</a> .  |
| <b>Special Statement Copy Fee:</b>   | \$3.00 per request for a paper copy of a prior statement.  |
| <b>Close Card and Issue Check Fee:</b>   | \$15.00 will be deducted from your remaining Card Value if you choose to receive a check for the liquidation of the Card Value.  |
| <b>Card Research and Special Requests:</b>   | Should you request that we perform research or handle special requests relating to the Card, there will be a charge of up to \$25 per hour for each request. Should your request be the result of a billing error or unauthorized transaction, this service is free of charge. |
| <b>Other Fees:</b><br>Dormancy Fee:  | Card will close automatically after 12 months of no activity. A \$15.00 fee is assessed at this time and the remaining balance will be mailed to the cardholders address.  |

# EXHIBIT 31: TEXAS

## Schedule of Bank Fees

Bank fees for TexPayCard transactions will be charged to your Account daily.

| Monthly Fees  |   |
|---|---|
| Monthly Maintenance                                     | No fee  |
| ATM & Purchase Transaction Fees*                        |   |
| Bank of America ATM Withdrawal Domestic                 | No fee  |
| Non-Bank of America ATM Withdrawal Domestic             | 3 waived per month, \$1.50 for all others                     |
| ATM Withdrawal International                            | \$3.50  |
| ATM Balance Inquiries                                   | No fee  |
| ATM Transaction Decline                                 | 1 waived per week, \$0.50 thereafter                          |
| Signature-Based Purchase at Visa Merchants              | No fee  |
| Pinned POS Purchase                                     | No fee  |
| Other Service Fees                                      |   |
| Automated Customer Service Inquiry                      | No fee  |
| Live Customer Service Inquiry                           | No fee  |
| International Customer Service Inquiry                  | 1 waived per month, \$5.00 for each additional call           |
| PIN Changes   | No fee  |
| Emergency Cash Transfer                                 | \$15.00   |
| Cash Access (limited to available balance only)         | 3 waived per month, \$5.00 thereafter                         |
| Online Funds Transfer Fee                               | No fee  |
| Card Replacement Domestic                               | 1 waived per year, \$5.00 thereafter                          |
| Card Replacement - Express Delivery (additional charge) | \$15.00   |
| Card Replacement International                          | Quote provided at time of request, as price varies by country |
| International Transaction Fee                           | 2% of U.S. Dollar amount of transaction                       |
| Account Closure Fee                                     | \$5.00  |
| Legal Process Fee                                       | \$100.00 (or such other amount as may be set by law)          |

\*ATM owners may impose an additional "convenience fee" or "surcharge fee" for certain ATM transactions (a sign should be posted at the ATM to indicate additional fees); however, you will not be charged any additional convenience or surcharge fees at a Bank of America ATM.

A Bank of America ATM means an ATM that prominently displays the Bank of America name and logo. Balance inquires may not be available at all ATMs outside the U.S.

State of Utah  
P.O. Box 9044  
Coppell, TX 75019

# EXHIBIT 32: UTAH

## HERE IS YOUR UTAH UCARD<sup>SM</sup>

JOHN M CARDHOLDER  
1234 MAIN ST  
ANYTOWN, UT 00000

You must activate your card, select a PIN and sign the back before you can use it.

**Activate your card right now!**

**Log on to:**

**www.ucard.chase.com**

or call:

**1-866-000-0000**

See the enclosed Disclosure Statement and User Agreement for specific details.

### FEEES FOR USING YOUR CARD

| At Stores   |  |
|---|--|
| Food Stamp Purchases                                      | Free   |
| Cash Payment Purchases                                    | Free   |
| At Automated Teller Machines (ATMs)                       |  |
| Cash Withdrawal<br>(Daily limit: \$800)                   | 1 free per deposit, then \$1.50 each (some ATM owners may also charge an ATM surcharge; there are no surcharges at Chase or Zions Bank ATMs) |
| Balance Inquiry   | \$0.50 each (free online or by phone)  |
| At Banks or Credit Unions                                 |  |
| Teller-assisted Cash Withdrawal                           | 1 free per deposit, then \$4.00 each   |
| At Providers (Child Care or Employment & Training)        |  |
| Payment to Approved Provider                              | Free (POS or IVR)  |
| On the Internet (www.ucard.chase.com)                     |  |
| Funds Transfer to any Checking or Savings Account in U.S. | Free to a Chase account<br>\$0.75 each to other accounts   |
| Online Bill Payment                                       | \$0.75 each  |

### OTHER SUPPORT FUNDS/CASH ACCOUNT FEES

|   |  |
|---|--|
| Transaction Denied for Insufficient Funds     | \$1.00 per transaction   |
| Card Replacement – standard                   | 1 free per year; then \$7.50 each (no fee for food stamp recipients) |
| Card Replacement – expedited                  | \$10.00 plus cost of card  |
| Account Statement – mail (optional)           | \$1.00 per month (free online)                                       |
| Inactive Account (after 365 days without use) | \$1.50 per month   |
| International Transaction                     | 3% of transaction  |
| International ATM – Withdrawal                | \$3.00 each  |
| International ATM – Balance Inquiry           | \$1.50 each  |

**Use your card without paying a surcharge at these ATMs:**



www.ucard.chase.com



www.zionsbank.com

## DEPOSIT ISSUANCE SCHEDULES

All deposits to your UCard will occur on a regular schedule.

### TEMPORARY ASSISTANCE

- **Food Stamp** benefits will be issued on the 5th, 11th and 15th days of the month; your specific date is based on the first letter of your last name:

A-G.....5th  
H-O..... 11th  
P-Z.....15th

- All **Monthly Financial** and **Child Care** benefits will be issued on the first day of the month after 6:00 a.m. Mountain Time.

### EMPLOYMENT & TRAINING

Employment & Training payments are issued on an individual basis as negotiated with your employment counselor.

### UNEMPLOYMENT INSURANCE

Unemployment Insurance payments are generally available two business days after an eligible weekly claim is filed.

**WWW.UCARD.CHASE.COM**

# EXHIBIT 33: VIRGINIA

## Enjoy the Benefits of Your New Virginia Debit MasterCard®

### Activate Your New Virginia Debit MasterCard® Right Away

- Select your Personal Identification Number (PIN) by calling the toll free number:
  - Enter your card number, when prompted.
  - Enter the last four digits of your Social Security Number.
  - Enter your date of birth, MMDDYYYY. (Example: 10011960).
  - Select a four digit PIN. Enter it a second time to verify.
- Remember your PIN! You must have your PIN to use your card.
- Sign your name in ink on the back of your card.
- Read the enclosed Terms of Use to know your rights and responsibilities as a cardholder.
- Funds will not be available on your card until a payment is made to your account.

**Customer Service**  
**Call 1-800-961-8423 (toll free)**  
 24 hours a day / 7 days a week

### Replacement Card—You Must Select Your PIN Again

- Choose the same PIN or enter a new one
- Be sure to destroy your old card; it no longer works

### Do Not Throw this Card Away!

#### Important ATM Safety Tips

- Keep your Personal Identification Number (PIN) a secret. Never write it down anywhere, especially on your ATM card.
- Have your ATM card out and ready to use as you approach the ATM.
- Be aware of your surroundings. If you observe or sense suspicious persons or circumstances, do not use the machine at that time.
- Exercise extra caution at night. Whenever possible, bring a friend.
- Always take your receipts or transaction records with you.

### New MoneyPass ATM locations

- You are allowed five (5) free ATM cash withdrawals only at MoneyPass ATM locations.
- MoneyPass ATMs are surcharge free as well.
- Look for the MoneyPass Network Logo. Other ATMs will charge a fee for using their locations.



### ATM Surcharge Fees

- Some bank ATMs will apply an additional fee called a surcharge to use their ATM. You can avoid this fee by looking for these logos:



- Always read the ATM messages carefully. You can cancel if you wish to avoid the fee or press enter and pay the fee.



The Virginia Debit MasterCard is issued by Comerica Bank, N.A. pursuant to a license by MasterCard International Incorporated.

#### Fee Table

|   |  |  |   |
|---|--|--|---|
| Deposit Notification *<br>– Email, phone or text message                                    | Free                                     | Paper Statement of Account Activity<br>– Request via Customer Service Representative   | Free                                    |
| Low Balance Alert *   | Free                                     | Account access via IVR (telephone) or operator assisted telephone calls  | Unlimited calls                         |
| Purchases at point-of-sale (POS) locations (PIN or signature)                               | Unlimited free                           | Web-based Account Access   | Unlimited free                          |
| Cash back with purchase   | Unlimited free                           | Instant Mobile Alert Request * – Coming in 2011  | Free                                    |
| ATM cash withdrawal at MoneyPass ATMs<br>– Five (5) "FEE-FREE" each month                   | \$1.45 each after five (5) free are used | Bill Pay via merchant website  | Unlimited free                          |
| ATM cash withdrawal at ATMs other than MoneyPass locations                                  | \$1.45 each                              | Bill Pay via www.eppicard.com website  | \$0.50 each                             |
| ATM balance inquiry at MoneyPass ATMs<br>– One (1) "FEE-FREE" each month                    | \$0.50 each after one (1) free used      | Replacement Card<br>– Initial card issuance "FEE-FREE"<br>– One (1) free replacement during the three year expiration period | \$5.00 each after one (1) free used     |
| ATM balance inquiry at ATMs other than MoneyPass locations                                  | \$0.50 each                              | Express card delivery<br>– Two-day deliver; business days only   | \$15.00                                 |
| ATM Denials for insufficient funds<br>– Two (2) "FEE-FREE" each month                       | \$0.50 each after two (2) free used      | Interactive Voice Response (IVR-phone) funds transfer to another bank account  | \$1.50                                  |
| Bank teller cash withdrawal<br>– Two (2) "FEE-FREE" each month at MasterCard bank locations | \$2.50 each after two (2) free used      | International ATM withdrawal fee   | \$1.50 each                             |
| Monthly account inactivity<br>– Charged only after 14 months of inactivity                  | \$1.25 each month                        | International transaction fee<br>– Added to both ATM and POS transactions  | 2% of U.S. dollar amount of transaction |

\* Your carrier may charge you a fee for phone or text message delivery depending upon your cellular service plan.

# EXHIBIT 34: WASHINGTON

## CashPay<sup>®</sup> Schedule of Fees – State of Washington

### State (Employer)

#### Enrollment –

Account owner electronic enrollment ..... *waived*  
Web application monthly access fee ..... *waived*

#### Funding –

ACH ..... No CashPay fee – Standard ACH per-item fee  
Web exception funding (optional) ..... *waived*

### Account owner (Employee) – Complete fee schedule

#### Monthly fees –

Monthly maintenance ..... *waived*  
ATM and purchase transaction fees –  
ATM withdrawal domestic\* ..... One free per week at Bank of America ATMs, \$1.50 for all others  
ATM withdrawal international ..... \$3.50 each  
ATM balance inquiries\*\* ..... *waived*  
ATM transaction decline ..... One free per week, \$0.50 thereafter  
Signature-based purchase at Visa merchants\*\*\* ..... Free  
Pinned POS purchase (Visa card only) ..... *waived*

#### Other service fees –

Automated customer service inquiry ..... *waived*  
Live customer service inquiry ..... One free each month, \$1.50 for each additional call  
International customer service inquiry ..... One free each month, \$5.00 for each additional call  
PIN changes ..... *waived*  
Emergency cash transfer for remaining account balance (under \$20.00) ..... One free per year  
Emergency cash transfer domestic ..... \$15.00  
Emergency cash transfer international ..... \$30.00  
Cash access (*limited to available balance only*)\*\*\* ..... *Two free each month, \$5.00 for each additional*  
Enrollment via telephone or Internet ..... \$7.00  
Card replacement domestic ..... *\$5.00*  
Card replacement – Express delivery (additional charge) ..... \$15.00  
International transaction fee ..... Two percent of U.S. dollar amount of transaction  
Negative balance fee ..... \$15.00  
ACH debits for bill payments ..... *waived*  
Duplicate statement ..... *waived*  
Account closure fee (check issued) ..... *waived*

All account-owner fees may be paid by the company. For the non-Visa card, there is no charge for pinned POS purchases and the monthly fee is \$2.00 for each account owner per month. Note: All account-owner fees are subject to review and change.

\*ATM owners may choose to charge an additional convenience fee or surcharge (a sign should be posted at the ATM to indicate additional fees); however, ATMs displaying Bank of America signs will not charge any additional surcharge to CashPay cardholders.

\*\*Balance inquiries may not be available at all ATMs outside the United States.

\*\*\*This feature is only available with the CashPay Visa card.

1 Member FDIC. ©2007 Bank of America Corporation. Bank of America, N.A.



# EXHIBIT 35: WEST VIRGINIA

00000370098/60000011808

**THE WEST VIRGINIA PAY CARD is a reloadable Visa® prepaid card issued by Citibank, N.A.**

## SCHEDULE OF SUPPLEMENTAL TERMS

### CONTACT INFORMATION

Our Site: [www.prepaid.citi.com/wv](http://www.prepaid.citi.com/wv)  
 Our Telephone Number: 800-669-4396  
 Our Address: Citi Prepaid Services Customer Service, P.O. Box 284, Conshohocken, PA 19428  
 Our Email Address: [prepaidhelp@citi.com](mailto:prepaidhelp@citi.com)

### ADDITIONAL FEATURES AVAILABLE TO YOU

In addition to the Transactions identified elsewhere in the Agreement, you can use your West Virginia Pay Card for the following features:

**PIN DEBIT PURCHASES:** You may use your West Virginia Pay Card to complete Transactions at merchants that accept Network-branded debit cards using your PIN. You are responsible for the protection of your PIN number and you will not be able to recover funds lost as a result of the unauthorized use of your PIN.

**PROTECTING YOUR PIN:** In order to keep your West Virginia Pay Card balance secure, you must strictly protect the confidentiality of your PIN. If you believe that your PIN is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of your PIN), you must immediately notify Customer Service. You agree not to write your PIN on your West Virginia Pay Card or keep a notation of your PIN with your West Virginia Pay Card.

**ATM WITHDRAWALS:** You may use your West Virginia Pay Card to withdraw cash at ATMs that accept Network-branded cards.

**ACH WITHDRAWALS:** You may debit funds from your West Virginia Pay Card and have those funds electronically transferred to your checking or savings account via ACH (a "Special Transfer"). You may initiate Special Transfers by logging onto Our Site or contacting Customer Service, and by providing us the information we request and following our instructions.

**LOADING FUNDS TO YOUR WEST VIRGINIA PAY CARD:** Each pay period, your employer will deposit your pay to your West Virginia Pay Card (a "Direct Deposit Transaction"). Any dispute as to the payment of your pay in a Direct Deposit Transaction, including the timing and the amount of the transaction, must be resolved between you and your employer. We are not responsible for such disputes.

**LOADING FUNDS TO YOUR WEST VIRGINIA PAY CARD:** If you have arranged to have direct deposits made to your West Virginia Pay Card at least once every 60 days from the same person or company, you can call us at Our Telephone Number or visit Our Site to find out whether or not the deposit has been made.

### ADDITIONAL TERMS OF OUR AGREEMENT

**WHEN FUNDS ARE AVAILABLE:** If you receive funds on your Card through a Direct Deposit Transaction, our policy is to make funds transferred to your West Virginia Pay Card available to you on the date we receive the transfer, at the time we receive the transfer, regardless of whether that day is a Business Day. Once the funds are available, you can use them for all Transactions permitted in this Agreement.

**REQUIRED INFORMATION:** You must provide your real name, street address, e-mail address (if any), telephone number and such other information as may be reasonably requested by us to determine your eligibility for a West Virginia Pay Card. Falsification of any of this information constitutes grounds for termination of the West Virginia Pay Card.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OBTAINING A NEW WEST VIRGINIA PAY CARD:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. **WHAT THIS MEANS FOR YOU:** When you request or register for a West Virginia Pay Card, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**FDIC INSURANCE:** The funds on your West Virginia Pay Card are FDIC-insured up to the limits provided by law.

**SECONDARY CARDHOLDERS:** You may request that we issue a secondary West Virginia Pay Card to a Secondary Cardholder designated by you. We may decline such a request in our sole discretion. If we issue a secondary West Virginia Pay Card to a Secondary Cardholder, you agree that the Secondary Cardholder may access and use the available card balance of your West Virginia Pay Card. You also authorize the Secondary Cardholder to establish a unique login and password in order to view the Transaction and Load history of both your West Virginia Pay Card and the secondary West Virginia Pay Card on Our Site. The Secondary Cardholder is not a joint owner of the West Virginia Pay Card, and you agree to pay for all Transactions made by the Secondary Cardholder, and all applicable fees and charges. You are responsible for modifying or changing all personal information and keeping it up to date. We have no obligation to accept any instructions from the Secondary Cardholder, however you authorize us to accept and follow the Secondary Cardholder's instructions in our sole discretion.

**ACH TRANSFER AUTHORIZATION AND TERMS OF USE:** The following terms apply to each transfer of value from your West Virginia Pay Card to a U.S. bank account.

**ACH Transfers:** When you attempt to transfer value from your West Virginia Pay Card to your U.S. bank account utilizing our ACH Transfer feature, you are requesting an electronic transfer to your bank account and are authorizing us to facilitate such transfers. Upon such request, we will make the electronic transfer via the Automated Clearing House (ACH) system from the funds available through your West Virginia Pay Card to your U.S. bank account in the amount you specify. You will be charged a service fee for all ACH transfers in accordance with the Fee Schedule set forth below. In order to transfer funds utilizing the ACH system, we require that you provide us with the following information: your bank name, your bank routing and transit number and your bank account number. You are providing us with this information subject to the terms of our Privacy Policy and you hereby warrant that all information is correct. We shall have no liability whatsoever if you fail to provide the correct information. We require this information to authenticate your identity and to initiate the ACH transfer. All requested funds will be transferred to the bank account on file. We may limit withdrawals and require additional information from you as disclosed in these Terms and Conditions. We reserve the right to perform authentication of the bank account and the individual initiating the ACH Withdrawal.

**Remedies:** Without limiting other remedies, we may update inaccurate or incorrect information you provide to us, contact you by means other than electronically, immediately warn our community of your actions, place a hold on funds on your West Virginia Pay Card, limit funding sources and payments, limit access to a Card and any or all of the Card's functions, limit Transactions, indefinitely suspend or close your Card and refuse to provide our services to you if: (a) you breach this Agreement or the documents it incorporates by reference; (b) we are unable to verify or authenticate any information you provide to us; (c) we believe that your account or activities pose a significant credit or fraud risk to us; or (d) we believe that your actions may cause financial loss or legal liability for you, us or others. In addition, we reserve the right to hold funds for Transactions we deem suspicious or for Cards conducting high transaction volumes, to ensure integrity of the funds. The rights described in this section are in addition to and apart from any other rights.

**EXPIRATION DATE; AVAILABLE FUNDS DO NOT EXPIRE:** While there is a card expiration date embossed on the front of your West Virginia Pay Card, the funds on your West Virginia Pay Card do not expire. You may not use your West Virginia Pay Card after the expiration date, but if you do not use the full amount on your West Virginia Pay Card by the expiration date, we may issue you a new West Virginia Pay Card automatically, or you can call customer service to request a new West Virginia Pay Card (the "Replacement Card"). The charge for issuing a Replacement Card is set forth in the Fee Table. Subject to applicable law and for valid reasons, we reserve the right to decline to issue a Replacement Card.

### TRANSACTION LIMITS

Daily dollar limit for purchase transactions: \$3,000 or your established daily limit.  
 Daily limit on number of purchase transactions: 12 or your established daily limit.  
 Daily dollar limit for ATM transactions: \$1,000 or your established daily limit.  
 Daily limit on number of ATM transactions: 10 or your established daily limit.  
 Daily limit for bank teller withdrawal cash transactions: \$1,500 or your established daily limit.  
 Daily limit on number for bank teller withdrawal cash transactions: 5 or your established daily limit.

*We reserve the right to modify the Transaction Limits from time to time. We will notify you of any change in the Transaction Limits as may be required by law. For security purposes, we may impose additional Transaction Limits on your West Virginia Pay Card and you will be advised of such limitations to the extent required by applicable law.*

Revised 08/2013

Test Display - Painter: JSHEIBAL

Template: B0000011808

Project: OTW041259

## SCHEDULE OF FEES

| Description  | Fee                    |
|--|------------------------|
| Point-of-Sale (POS) Transaction (Signature or PIN)   | No Fee                 |
| In-Network Domestic ATM Withdrawal <sup>1</sup>  | No Fee                 |
| Bank Teller Cash Withdrawal at Visa Member Banks   | No Fee                 |
| ATM Balance Inquiry  | No Fee                 |
| Monthly Paper Statement (Upon Request)   | No Fee                 |
| Account Overdraft  | No Fee                 |
| Pre-Check Usage  | No Fee                 |
| ACH Transfer to Personal Bank Account  | No Fee                 |
| First Card Replacement (Standard Delivery - Per Year)  | No Fee                 |
| Out-of-Network Domestic ATM Withdrawal   | \$1.95 per transaction |
| Point-of-Sale (POS) or ATM Decline   | \$0.25 per incident    |
| Card Replacement - Standard Delivery (After First Free)  | \$3.95 per request     |
| Card Replacement - Expedited Delivery  | \$12.95 per request    |
| Secondary Accountholder Card Request (If Applicable)   | \$3.95 per request     |
| <sup>1</sup> In-network ATMs include ATMs located at Citibank® branches, Publix® supermarkets, 7-Eleven® stores, MoneyPass® and Allpoint® branded ATMs. Out-of-network ATMs may impose charges for your transaction that are in addition to the ATM Fees listed above. |                        |

# EXHIBIT 36: WISCONSIN

## Program Pricing Schedule (Subject to Change)

| Item/Activity  | Fee                                       |
|--|---|
| <b>STATE</b>   |   |
| Program Implementation Fee   | \$0.00                                    |
| Marketing Materials  | \$0.00                                    |
| Monthly Account Maintenance Fee  | \$0.00                                    |
| New Account Enrollment Fee   | \$0.00                                    |
| <b>CARDHOLDERS</b>   |   |
| Monthly Account Maintenance Fee  | \$0.00                                    |
| <i>Point of Sale Fees</i>  |   |
| VISA Signature-Based POS Transactions  | \$0.00                                    |
| Interlink PIN-Based POS Transactions   | \$0.00                                    |
| Cash Back with Purchase at Participating Interlink Merchants   | \$0.00                                    |
| <i>Cash Withdrawal Fees</i>  |   |
| Withdrawals at Contractor and MoneyPass-branded ATMs   | \$0.00                                    |
| Withdrawals at non-Contractor and non-MoneyPass-branded ATMs<br>(ATM owner may levy a fee to the cardholder)                 | \$2.00                                    |
| Withdrawals at any International ATM   | \$3.00                                    |
| Teller-Based Cash Withdrawals (at any VISA bank, not limited to Contractor)  | One free per load, then \$3.00 thereafter |
| <i>Customer Service and Miscellaneous Fees</i>   |   |
| Customer Service – Online & Automated Phone Access (unlimited)   | \$0.00                                    |
| – Live Rep Calls (3 free calls per month)  | \$3.00                                    |
|  |   |
| Paper Statement Fees (if requested)  | \$2.00                                    |
| Monthly Inactivity Fee (Following 90 days of inactivity)   | \$0.00                                    |
| ATM Balance Inquiries – Contractor and MoneyPass ATMs  | \$0.50                                    |
| ATM Balance Inquiries – Non-Contractor and MoneyPass ATMs  | \$1.00                                    |
| ATM Balance Inquiries – At any International ATM   | \$2.00                                    |
| ATM Decline (Non-USB/Non-MoneyPass or International)   | \$0.50                                    |
| Add Secondary Cardholder   | \$0.00                                    |
| Remove Secondary Cardholder  | \$0.00                                    |
| Standard Card Replacement (3-5 business days)  | \$5.00                                    |
| Emergency Card Replacement (2 business days)   | \$15.00                                   |
| E-Mail Alert and Zero Balance and Negative Balance Text Message Alert*   | \$0.00                                    |
| Text Message Alerts*-- Address Change, Funds Added and Low Balance   | \$0.00                                    |
| Mobile Banking Transactions* -- Balance Inquiry and Mini-Statement   | \$0.00                                    |
| *Standard messaging charges may apply through cardholder's mobile carrier and message frequency depends on account settings. |   |
| International transactions are subject to 3% currency conversion fee   |   |