

## Cardholder Agreement

This Cardholder Agreement, including the Schedule of Fees and charges (collectively referred to as this "Agreement"), sets forth the terms of your prepaid card and any secondary card or companion card that may be issued to you or to another person that you specify (each a "Card"). Please read it carefully and retain it for your records. Your card is issued by **Southern Bank and Trust Company** ("Bank") pursuant to a license from MasterCard® Network.

If you do not agree to these terms, do not use the Card and cancel the Card by calling us at 1-800-416-6373. However, by using or allowing another person to use the Card, you have agreed to the terms of this Agreement. You cannot use the enclosed Card unless it has been activated. If you do not want to use the Card or do not agree to the terms of this Agreement, please destroy the Card at once by cutting it in half. If you activate the Card (see "Activating the Card" below) or if you use or allow another person to use the Card, in doing so you are agreeing to the terms of this Agreement.

**Definitions.** In this Agreement, the words "you" and "your" mean the owner of the card ("Cardholder") and any persons authorized by the Cardholder to use the Card ("Authorized Users"). Note: Authorized Users include, without limit, your Registered Users and any other person who you allow to use the Card, all of whom must comply with all the terms of this Agreement. "We," "us" and "our" mean TransCard, our successors, affiliates or assignees or **Southern Bank and Trust Company**, issuer of the Card. "Card" means MasterCard® plastic card that is issued to you or the non-personalized MasterCard branded plastic card (as applicable) that is issued to you. The words "Card Account" mean the **Southern Bank and Trust Company** deposit account or its associated account number or MasterCard Card. "Registered User" means a person the Cardholder registers with us and who the Cardholder authorizes to use the Card. "TransCard" means the card program and to whom you send the Card program and to whom you send the Card with. "Business days" are Monday through Friday, excluding federal holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open.

**Your Card.** The Card is subject to all of the terms of this Agreement. The Card is non-transferable and may be used only by the Cardholder or an Authorized User. THE CARD IS NOT A CREDIT CARD. NO INTEREST IS, OR WILL BE, PAID ON THE BALANCE OF THE CARD ACCOUNT OR ANY SUB-ACCOUNT. DEPENDENT UPON THE DEPOSIT METHOD(S) YOU CHOOSE, FEES MAY BE IMPOSED IN CONNECTION WITH DEPOSITS. YOU AGREE TO PAY ALL FEES CHARGED IN ACCORDANCE WITH THIS AGREEMENT. Each Card issued in connection with the Card Account or any sub-account is and will remain bank property. However, you will be solely and completely responsible for the possession, use and control of the Card. You must surrender or destroy the Card immediately upon our request. The Card is non-transferable and may be used only by you, the Cardholder. The Card may not be used for illegal purposes.

**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 (including sub accounts). 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.

**Using Your Card.** After you receive your Card you may use it to purchase goods and services everywhere MasterCard Cards, are accepted and to access cash at ATMs of financial institutions displaying the same card network name/logo as noted on your Card. Each time you use the Card to purchase goods or services, you authorize us to charge the amount against your Card's available value.

You agree that you will: (i) not use the Card at gambling web sites or to purchase illegal goods or services; (ii) promptly notify us of any loss or theft of the Card; (iii) promptly notify us of the loss, theft, or unauthorized disclosure of any PIN, code or numbers used to access the Card or Card funds; and (iv) use the Card only as instructed by us. We may refuse to process any transaction that we believe violates the terms of this Agreement.

You may use the Card to: (i) withdraw cash from automated teller machines (ATMs) or cash machines; (ii) make deposits to your Card (as detailed below in **Adding Value to Your Card**); (iii) transfer funds between your Card and a Companion/Secondary Card or to a bank account; and (iv) pay for purchases from merchants that accept or display the network card brand (name and/or logo) that appears on your Card, such as point-of-sale ("POS") purchases. There are limitations on cash withdrawals and daily purchases (See **Cash Withdrawal Limitations and Purchase Limitations** below)

**Secondary or Companion Card.** You may request an additional Card for use by another person who is an Authorized User. You are liable for all transactions made with the Card or Card number by your Authorized Users. You are responsible for all transactions and fees incurred by you or any Authorized Users. You are wholly responsible for the use of each Card according to the terms of this Agreement.

**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 16 years of age or older; (ii) you have provided us with verifiable and legal identification documents, such as a U.S. social security card, drivers license, U.S. Passport, U.S. issued authorization to work in the U.S.; (iii) you have provided us with a verifiable U.S. street mailing 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, you have read this Agreement and agree to be bound by and comply with its terms; and (vi) you accept the Card. If you are under age your parent or guardian may enter into this Agreement, and you can become a Registered User of the Card.

**Assignability.** We may assign or transfer our rights and obligations under this Agreement, including all our rights and obligations in respect of any Card Account or any sums due hereunder, at any time without prior notice to you. The Card Account established under this Agreement is not assignable or transferable by you except with our prior written consent. Without limiting the foregoing, we must approve in writing any pledge of the Card Account, and any such pledge remains subject to any right we have under this Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require that the Card Account be closed and that a new account be opened, subject to our sole determination, in the name of the transferee or pledgee.

**Activating the Card.** When you receive the Card it will not operate until we validate or activate the Card. We will first verify your identity and that you are the person who applied for the Card. To activate your Card, call Customer Service at the phone number indicated and follow the instructions provided. We may refuse to activate your Card at our sole discretion. For example, we may stop the activation if the Card or your personal identification number ("PIN") is reported lost or stolen.

You will be asked to provide personal identification information during the activation process. We will use the information to verify your identity and to process your Card transaction. Please see our Privacy Policy for further information. Information regarding our Privacy Policy is available at [www.mytranscard.com](http://www.mytranscard.com).

Although no credit history is required to obtain a Card, you authorize TransCard to obtain information about you from time to time from credit reporting agencies, your employers and other third parties so that we may comply with laws that are applicable to our business or to the Bank's business, including, without limitation, USA Patriot Act and the Bank Secrecy Act.

You agree that we may monitor and record your telephone and electronic communications with us at any time, without further notice to you or any party to the communication. **Adding Value to the Card; Overpayments.** Value will be "loaded" or added to the Card after the Card has been activated and the authenticity of the Card and/or "load" instruction has been verified. The minimum

initial load is \$0.01; the maximum load amount for personal funds is \$2,500. The maximum load amount for employer/payroll direct deposit is \$9,999.99. The maximum amount of value that can reside on the Card at any time is \$9,999.99. We may increase or decrease these limits from time to time in our sole discretion upon notice to you. We also may limit the number of Cards provided to you. We reserve the right to accept or reject any request to reload value to the Card at our sole discretion. In addition to deposit processing fees, deposit transaction fees may apply as stated in the fee schedule associated with this card account. Your employer may retain the right to deduct funds stored on the Card to correct a previous error or overpayment to you or for other reasons. You hereby authorize us to accept instructions from your employer to add or deduct funds from your Card and, in the case of a deduction, to return those funds to your employer. If you have a dispute with your employer about the amount of your compensation, or the amount that your employer loads onto or deducts from your Card, you agree to not involve us in the dispute and to resolve the dispute solely with your employer.

**Payroll Cards and Direct Deposits.** If you arrange to have funds transferred directly to your Card at least once every 60 days from the same person or company (e.g., Payroll deposit), the person or company making the deposit will tell you every time we send you the money or you call Customer Service at 1-800-416-6373 to find out whether or not the transfer has been made. Funds from electronic direct transfer will generally be available on the day the Bank receives the transfer; however, the Bank may receive the funds before you are scheduled to receive them on the Card (e.g., before your scheduled Payroll date) and in that instance the funds will not be made available to you before your scheduled Payroll date. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed beyond the scheduled Payroll date. If this occurs, then funds will generally be available within five (5) business days after the employer transfers your Payroll funds to the Bank. You may cancel the direct transfer authorization at any time by sending a written notice to your employer and providing your employer and the Bank sufficient time to act upon the notice before your next scheduled Payroll date. Your employer may terminate this method of payment, with or without cause, at any time. We bear no responsibility for any such reporting or tax liabilities.

**Other Deposits.** In addition, funds also may be transferred to your Card as follows:

- Deposits from bank checking, savings or debit card account ("Funding Account") with appropriate anti-fraud verification, when applicable and available. Certain delays may be required to assure funds are available for such deposits as sent to your Card Account. YOU CHOOSE THE METHOD(S) YOU CHOOSE. FEES MAY BE IMPOSED.
- Deposits of cash using the approved deposit slip at our local branch.
- Deposits of money orders, cashier's checks, or personal checks made at our local branch or via mail. A 2% processing fee is charged on deposits of personal checks.
- Deposits from credit card accounts via the internet. A 2% processing fee is charged for this type of deposit.

**FDIC Deposit Insurance.** Subject to applicable regulations, your Card Account is insured by the Federal Deposit Insurance Corporation.

You may obtain information about the amount of money you have remaining in your card account by calling TransCard Customer Service at 1-800-416-6373; a charge may apply for balance inquiries that are made by telephone (see the **Schedule of Fees and Charges**). This information, along with a 60-day history of account transactions, is also available online at [www.mytranscard.com](http://www.mytranscard.com). You also have the right to obtain a 60-day written history of account transactions by calling 1-800-416-6373 or by writing us at TransCard Customer Service, 4080 Jenkins Rd., Ste 200, Chattanooga, TN 37421 (we may assess a fee for providing a written history of the account to you).

**When Deposits Are Available or Withdrawals.** Deposits may be delayed until we have actually received the funds. During such delay, the fund's value will not be available to the Cardholder. We reserve the right to accept or reject any request to deposit funds to the Card Account, at our sole discretion.

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payments in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail outside depository units we actually record them. We will treat and record all transactions received after our "daily cut-off time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open. Our policy is to make funds from your cash and certain check deposits available to you on the first business day after the day we receive the actual funds. However, funds from electronic deposits will be available on the day we receive settlement for the deposit. For determining the availability of your deposits, every day is a business day, except Saturday, Sundays, and federal holidays. Our earliest cut-off is 4:00 PM CST.

If you make a deposit before our cut-off hour on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cut-off hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**Use and Purpose of Card and Card Account.**

- You may make purchases anywhere your Card is accepted. When making purchases at a point-of-sale terminal, you may select either the debit or credit option. The debit option requires that you enter your Personal Identification Number (PIN), and the credit option requires you to sign for the purchase. In each case, the amount of the purchase is deducted from your Card Account balance.
- You may withdraw cash from any ATM that displays the Network logo(s) on your Card. Your PIN will provide you access to any such ATM.
- You may obtain cash from locations which have agreed to provide cash back at the point-of-sale.

We may impose restrictions on your Card at any time, including restrictions on (a) the number of transactions allowed per day; (b) the dollar amount of transactions; and (c) your ability to use the Card at an ATM.

**Authorization Holds.** When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your Card's funds for the amount indicated by the merchant. We also may add an amount for certain merchants to ensure that sufficient funds will be available to cover the final transaction. Transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause an "authorization" or "hold" on your available balance for up to 30 days. Until the transaction finally settles, we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your Card for the correct amount of the final transaction, however, and will release any excess amount when the transaction finally settles.

**Purchase Limitations.** You should maintain sufficient value on your Card to pay for each transaction you attempt to conduct using the Card or Card account. You may not make purchases that in the aggregate exceed \$9,999.00 per calendar day. If a merchant attempts to process a transaction for more than the value available on the Card, or if the transaction will cause the daily limit of \$9,999.00 to be exceeded, then the transaction will be declined. Because we assess transaction fees even if a transaction is declined, it is possible for your Card account to have a negative balance and be overdrawn. We do not extend credit, so if your Card account becomes overdrawn, you agree to pay us the overdraw amount immediately, without further demand. We may deduct the overdraw amount from any current or future funds on this or any other Card you activate or maintain.

**Cash Withdrawal Limitations.** The maximum amount of Cash that you may receive each day depends on the location where the Cash is requested. You may obtain Cash at ATMs designated by us or at ATMs that display the MasterCard Acceptance Mark. You may withdraw Cash in amounts up to \$500 per day, however the \$500 daily limit is subject to additional limitations imposed by merchants, banks and ATM or cash machine operators. To obtain Cash at ATMs or cash machines requires your PIN to validate your identity as the owner of the Card. However, your signature, and not your PIN, may be required at certain face-to-face locations (banks and merchants).

Unusual or multiple purchases may prompt a merchant inquiry or card suspension to allow us to investigate such unusual activity. You agree to be financially liable for any spending over the available Card Account (or applicable sub-account) balance, and any spending over/limit must be immediately repaid.

**Refunds for Purchases Made with the Card.** Any refund for goods or services purchased with the Card will be made in the form of a credit to the Card. You are not entitled to receive a cash refund.

**Disputes with Merchants.** Neither the Bank nor TransCard are responsible for the delivery, quality, safety, legality or any other aspect of goods and services that you purchase from others with a Card. All such disputes should be addressed to the merchants from whom the goods and services were purchased.

**Cancellation and Suspension.** We reserve the right, in our sole discretion, to limit your use of the Card. We may refuse to issue a Card or may revoke Card privileges with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Card, call TransCard at 1-800-416-6373. If we decide to cancel or suspend use of the Card, we will attempt to notify you by telephone or by U.S. postal service or electronic mail. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. Our cancellation of Card privileges will not otherwise affect your rights and obligations under this Agreement. If we cancel or suspend your Card privileges through no fault of yours, you will be entitled to a refund of any remaining balance, as provided in this Agreement.

**Card Expiration.** Subject to applicable law, you may use the Card only through its expiration date, which is stated on the Card. If you attempt to use the Card after the expiration date, the transactions may not be processed. When a Card is issued to you, the Card will have an expiration date and will expire accordingly.

**Life of Card.** The Card is good for at least one year from the date of first activation and may be subject to a monthly maintenance fee for the life of the Card. If your Card has a zero or negative balance (overdraft), we may, at our option, cancel your Card without notice. Once the Card has expired for any reason, it cannot be renewed or reloaded.

**Settlement Upon Expiration or Cancellation.** If there is a balance remaining on the Card upon expiration, the balance will be transferred to a new Card if we choose to issue one to you. If we do not choose to issue a new Card to you or if we cancel your Card privileges for any reason, we will attempt to refund to you the balance remaining on the Card less any amounts owed to us (e.g. fees and charges). A check made payable to you may be mailed to the owner of the Card at the latest postal address reflected in our records, so we encourage you to keep us informed of changes to your mailing address (call Customer Service at 1-800-416-6373 to notify us of a change of address). **You will not be able to add more value to your Card once the Card has expired or been cancelled. After Card expiration, you will need to activate and then use the new Card that has been issued to you.**

**Confidentiality and Security.**

- You should not disclose your PIN or record it on the Card or otherwise make it available to anyone else.
- If the Card or PIN is lost or stolen or if someone else may be using them without your permission, notify us at once by calling Customer Service at 1-800-416-6373.
- If you authorize or permit someone else to use the Card and/or PIN, you will be liable for any transactions made by that person.
- At any time you may temporarily suspend the use of your Card by calling Customer Service at 1-800-416-6373. You alone may reactivate the Card at any time after it has been suspended by contacting Customer Service.

**Payment.** Each time you use the Card, the amount of the transaction will be debited from the balance of funds in the Card Account.

- You are not allowed to exceed the Card Account (or sub-account, if applicable) balance when making any purchase.
- You agree to be absolutely and unconditionally responsible for payment to us of overdrafts.
- You agree to have the amount of the overdraft deducted from any funds later deposited to the balance of your Card Account.
- You agree that fees and charges specified in this Agreement may be deducted from the Card Account.
- You agree to pay any Card Account funds deficiency at once, together with all costs of collection.
- Some fees and charges may be for services that you request that are not included in this disclosure or the schedule of Fees and Charges set forth below, but you agree to pay those fees and charges.

**Reversal.** Point of sale transactions cannot be reversed. Payment for goods or services using your Card at a point of sale terminal shall not affect any of the rights, protections, or liabilities under applicable law regarding a cash or credit sale made by means other than through the use of a point of sale. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold of funds equal to the estimated purchase amount, for up to seven (7) days.

**Fees and Charges.** We will charge you, and you agree to pay, the fees and charges set forth in the Schedule of Fees and Charges enclosed. You may also login at [www.mytranscard.com](http://www.mytranscard.com) to view a complete list of fees. We normally deduct fees and charges automatically from the Card balance at the time a fee or charge is incurred.

**Other Fees.** The owners of ATMs or other networks may impose an additional charge to use their terminals.

**Unclaimed Property.** If you have not made a purchase from or a deposit to your Card account or any Sub-Accounts for three (3) months, your Card Account may be classified by us as inactive. Subject to applicable law, we may charge an inactivity account fee on the Card Account. For cards with no activity for three (3) years or such other period as may be prescribed by state law the Card Account will be presumed to be abandoned. In accordance with state law, funds in abandoned accounts will be remitted to the custody of the applicable state agency, and we will have no further liability to you for such funds. If this occurs, we may try to locate the owner of the Card at the address shown in our records, so we encourage you to keep us informed if you change your address; you may notify us of a change of your address by calling Customer Service at 1-800-416-6373. If we are unable to locate you, we may be required to deliver any value remaining on the Card to the applicable state as unclaimed property.

**Card Information.** You can obtain information about the current available balance on your Card and a description of past charges and credits by calling Customer Service at 1-800-416-6373 or visiting [www.mytranscard.com](http://www.mytranscard.com). A charge may apply for balance inquiries that are made by telephone (see the **Schedule of Fees and Charges**).

**ATM Receipts.** You should request a receipt at the time you make a withdrawal with your Card at an ATM.

**Periodic Statements.** You agree to receive electronic periodic statements for your Card. Electronic statements are made available each month at [www.mytranscard.com](http://www.mytranscard.com) website. If you wish to receive a paper periodic statement instead of an electronic periodic statement, you may elect this option by writing to Customer Service, 4080 Jenkins Rd., Ste 200, Chattanooga, TN 37421. Please include your name, Card number and the request of Paper Statement. We will contact you at the information provided at the time of Card set-up for confirmation of requesting a paper statement. We will charge you a fee if you elect to receive paper statements. You agree that these are reasonable procedures for sending and receiving periodic statements.

**Foreign Transactions.** If you conduct a transaction in a currency other than U.S. dollars, the merchant or network that processes the transaction may convert the transaction into U.S. dollars in accordance with its then current policies. MasterCard® currently uses a conversion rate that is no greater than the highest (i) interbank conversion rate identified by the Network on the processing day or the preceding Business Day, or (ii) government-mandated rate in effect on the processing date or the preceding Business Day. The rate for Authorization is determined at the time and date the Authorization Request was received from the Merchant or Acquirer. The rate for Settlement is determined at the time and date Sales Data was received from the Merchant or Acquirer. The rate may not remain constant between Authorization and Settlement. We will impose a charge equal to 3% of the transaction amount (including credits and reversals) for each transaction (U.S. or foreign currency) that you conduct outside the 50 United States.

**Information Given to Third Parties.** We may disclose information (including personally identifiable information) to third parties about you, the Card, your Card account and the transactions related to the Card and/or Card account: (i) where it is necessary or helpful for completing a transaction; (ii) in order to verify the existence and condition of the Card or Card account for a third party (e.g. a merchant); (iii) in order to comply with any law or to comply with requirements of any government agency or court orders; (iv) if you give us your written consent; (v) to service providers who administer the Card or the Card account to perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (vi) in order to prevent, investigate or report possible illegal activity; (vii) in order to issue authorizations for transactions on the Card; and (viii) as otherwise permitted by law. Please see our Privacy Policy for further details.

**Web Site Availability.** Although considerable effort is expended to make our website and other means of communications and access available around the clock, we do not warrant these forms of access to be available and error free at all times. 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.

**Systems and Software.** We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions, whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

**Notice of Lost or Stolen Cards/Unauthorized Activity.** You agree to immediately notify us of the loss, theft or unauthorized use of the Card and the loss, theft or unauthorized or inadvertent disclosure of any number (including a PIN or code) that might be used to access Card funds. If you believe that Card, PIN or code has been lost or stolen or that someone has transferred or may transfer value from the Card without your authorization, you should immediately contact us at the address or phone number listed below in "In Case of Errors or Questions About Card Transactions."

You agree to cooperate reasonably with us in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your Card. If you authorize another person to use the Card, you agree to be liable for all transactions arising from the use of the Card by that person, to the fullest extent permitted by law.

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

- if, through no fault of ours, your Card funds are insufficient for the transaction or are unavailable for withdrawal (for example, because they have not been finally collected or are subject to legal process);
- if a computer system, ATM, or POS terminal was not working properly and you knew about the problem when you started the transaction;
- if the ATM where you are making the transfer does not have enough cash;
- if a merchant refuses to honor the Card;
- if circumstances beyond our control (such as fire, flood, terrorist attack or national emergency) prevent the transaction, despite reasonable precautions that we have taken;
- if you attempt to use a Card that has not been properly activated;
- if your Payroll funds are not deposited by your employer (or its Payroll administrator) with the Bank at least two (2) business days before the scheduled Payroll date;
- if your employer or a third party Payroll administrator does not provide TransCard with correct and complete information regarding the amount of your Payroll and your Card number at least one (1) business day before your scheduled Payroll date, or if the information provided to TransCard is incorrect or incomplete;
- if an employee of a "load network" did not properly transmit information to TransCard;
- if the Card has been reported as lost or stolen, has been suspended by us, or we have reason to believe the transaction is not authorized by you; or
- As otherwise provided in this Agreement.

#### ELECTRONIC FUND TRANSFER DISCLOSURES

**Types of Transactions.** You may use your Card and PIN to withdraw cash from your Card Account at ATMs, or to pay for purchases at places that have agreed to accept the Card. Some of these places may allow cash back in connection with purchases.

#### Prearranged Transfers.

**Preauthorized Credits.** You may make arrangements for certain direct deposits to be accepted into your account.

**Preauthorized Debits.** You may make arrangements to pay for certain recurring bills from your account.

**Electronic Fund Transfers initiated by third parties.** You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. Transfers to make or receive payment may be one time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways.

**Telephone Transfers.** You may access your account(s) by telephone at 1-800-416-6373 using a touch tone phone, your account number(s) and your personal identification number.

**ATM Activity.** You may access your account(s) by ATM by using your Card and PIN to:

- Make cash withdrawals from your account. You may withdraw no more than \$500 per day.
- Make Access Deposits into your account.
- Get balance information.

**Point of Sale Transactions.** You may access your account to purchase goods in person, by phone, by computer, pay for services in person, by phone, by computer; get cash from a merchant if the merchant permits, or from a participating financial institution or do anything that a participating merchant will accept.

**Computer transfers.** You may access your accounts by computer through the internet at [www.mytranscard.com](http://www.mytranscard.com) using your account number and password to:

- Get balance information.
- Transfer funds to another account.
- Set up alerts.

**In Case of Errors or Questions About Card Transactions.** If you think your periodic statement or receipt is wrong or if you need more information about a transaction listed on the periodic statement or receipt, please contact TransCard as soon as you can at 1-800-416-6373, or write to TransCard Customer Service, 4080 Jenkins Rd., Ste 200, Chattanooga, TN 37421. We must hear from you no later than 60 days after we made available the FIRST periodic statement on which the transaction in question or the error appeared. When notifying us: (i) tell us the name, address, and Card number of the Cardholder; (ii) describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or

why you need more information; and (iii) tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit the Card within 10 business days for the amount you think is in error so that you will have the use of the value during the time it takes us to complete the investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit the Card. We will tell you the results within three business days after completing our investigation and we will correct any error promptly. For errors involving new Cards, point-of-sale or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Cards, we may take up to 20 business days to credit your Card for the amount you think is in error. We will tell you the results within three (3) business days after completing our 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.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to twenty (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 our 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.

**Your Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your Card or PIN (or any password or code used to access your account or Card funds) has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission. Telephoning us at 1-800-416-6373 is the best way of keeping your possible losses down. You could lose all the money on your Card. If you tell us within two (2) business days after you learn of the loss or theft of your Card or PIN or unauthorized transfer, you can lose no more than \$50 if someone used your Card or PIN or other code without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN or the unauthorized transfer, and we can prove that we could have stopped someone from using your Card or PIN without your permission, you may be liable for all the money on your Card. If you are a consumer and your Card is a Payroll MasterCard Prepaid Card (embossed with your name) or Payroll MasterCard Payroll Card, you will not be liable for any loss if you notify us within two (2) business days of the loss, theft or first unauthorized use and (i) we reasonably determine that such loss, theft or unauthorized use was not caused by your gross negligence or fraudulent action, and (ii) you have not reported more than two unauthorized uses of your Card within the last 12 months, and (iii) you have not derived a benefit from the unauthorized use of the Card. You agree that any unauthorized use does not include use by a person to whom you have given authority to use the Card or PIN and that you will be liable for all such uses and funds transfers by such person(s).

Also, if your periodic statement shows transactions that you did not make, including those made by Card, PIN or other code or by other means, tell us AT ONCE. If you do not tell us within 60 days after the periodic statement was first made available to you, you may not get back any Card value you lost after the 60 days if we can prove that we could have stopped someone from taking the Card value if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from learning of the unauthorized transaction and telling us, we will extend the time periods.

**Preauthorized Payments from Your Card.** If you intend to use the Card to preauthorize payments for recurring purchases or obligations, you should monitor your balance and keep funds loaded to the Card to cover the transactions. Preauthorized payments are payments that you authorize to be automatically deducted from your Card each month with or without any further action on your part. Examples of merchants that you may pay by preauthorized payment include wireless carriers, Internet service providers, health clubs, insurance companies that automatically charge monthly premiums to the Card, cable TV services and the like. Because the Card is prepaid and does not carry a credit line, these merchants may suspend or cancel your service if you don't have enough value left on the Card when that preauthorized payment comes due. This could be important if the recurring charge is for an essential service. If you have told us to make regular payments out of your Card account, you can stop any of these payments by calling us at 1-800-416-6373, or write us at TransCard Customer Service, 4080 Jenkins Rd., Ste 200, Chattanooga, TN 37421, in time for us to receive your request at least three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We may charge you a fee for each stop-payment order you give (see the **Schedule of Fees and Charges**).

If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before the payment is due, when it will be deducted from your Card value and how much it will be. If you order us to stop one of these payments 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.

**Merchants Illegal for Minors.** The Card may not be accepted by certain types of merchants whose goods or services are not legal for minors. Examples of such merchants include casinos, gambling websites, and adult entertainment merchants. If you purchased the Card to use specifically at these types of merchants, you may not be satisfied with the Card.

**Governing Law/Jurisdiction.** This Agreement shall be governed by, and construed with, the laws of the State of North Carolina and any actions or proceeding with respect to this Agreement or any services hereunder shall be brought only before a federal or state court in the State of North Carolina.

**Non-Assignability.** You may not assign or transfer this Agreement or any of your rights or obligations under this Agreement. Any attempt to the contrary shall be null and void. This Agreement shall be binding on you, your executors, administrators, and any permitted assigns.

**Severability.** If any of the terms of this Agreement are invalid, changed by applicable law or declared invalid by order of court or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

**Disclaimer of Warranties.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### RIGHT TO BRING CIVIL ACTION.

**Limited Liability.** WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, 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, MERCHANT OR ATM EQUIPMENT OR 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 DIRECT DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, 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 PROHIBITED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT BY THE BANK OR TRANSCARD SHALL BE LIMITED TO THE TOTAL AMOUNT TO BE LOADED ON THE CARD (SUBJECT TO LOAD LIMITATIONS OF THIS AGREEMENT) IF THE NEGLIGENCE OR MISCONDUCT RELATES TO LOADING VALUE, OR THE AMOUNT OF THE AUTHORIZED TRANSFER OF VALUE ATTEMPTED (SUBJECT TO TRANSFER AND PURCHASE LIMITATIONS OF THIS AGREEMENT) IF THE NEGLIGENCE OR MISCONDUCT RELATES TO VALUE TRANSFER TRANSACTIONS, AND FOR ANY OTHER NEGLIGENCE OR MISCONDUCT THE MAXIMUM LIABILITY SHALL BE \$5,999.

**Change in Terms.** Subject to the limitations of applicable law, we may at any time add, to, delete or change the terms of this Agreement by sending you a notice. We will give you notice at least 21 days before the effective date of any change if the change would result in: (i) increased fees you would be required to pay; (ii) increased liability for you; (iii) fewer types of available electronic fund transfers; or (iv) stricter limitations on the frequency or dollar amount of transfers. Advance notice may not be given, however, if we need to make the change immediately in order to maintain or restore the security of the Card or Card account or any related payment system. If any such change becomes permanent and disclosure

to you of the change would not jeopardize the security of the Card or any related payment system, we will provide notice to you within 30 days from making the change.

**Questions.** ALL QUESTIONS ABOUT TRANSACTIONS MADE WITH YOUR CARD MUST BE DIRECTED TO TRANSCARD AND NOT TO THE BANK. We are responsible for customer service and for resolving any errors in transactions made with your Card.

Please see the information above regarding the operation and use of your Card. If you have questions regarding your Card, you may call at 1-800-416-6373 (different if that's where it is noted in other areas) or write TransCard Customer Service, 4080 Jenkins Rd., Ste 200, Chattanooga, TN 37421.

#### CARD ACCOUNT PRIVACY POLICY

##### Our Privacy Pledge

This notice is adopted in recognition of our obligations under Title V of the Gramm-Leach-Bliley Act of 1999.

We collect nonpublic personal information about you from the following sources:

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

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law (i.e. subpoena, levies, summons or garnishments).

If you decide to close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

Please see our Privacy Policy for further details.

**Change of Address.** If your U.S. mail or postal address changes, you must notify us immediately. Failure to do so may result in information regarding the Card or Card Account being mailed to the wrong person or your transactions being declined. In such event, we shall not be responsible for any resulting misuse of funds available in the Card Account. Any notice given by us shall be deemed given to you if mailed to you at the last U.S. mail address for the Card Account furnished by you. You agree that we may accept changes of address from the U.S. Postal Service. You also agree that if you attempt to change your address to a non-U.S. address, your Card Account may be cancelled and funds returned to you in accordance with this Agreement.

**Governing Law, Court Proceedings, Damages, Arbitration.** This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of North Carolina. You agree to pay upon demand all of our costs and expenses incurred in connection with the enforcement of this Agreement. If we are served garnishments, summonses, subpoenas, orders or legal processes of any type, we are entitled to rely on the representations therein and may comply with them in our own discretion without regard to jurisdiction. You agree that any legal action involving this Card or Card Account must be brought within one (1) year of the date the cause of action arose. You and we both waive our right to trial by jury, punitive and exemplary damages, as well as damages in tort, including but not limited to emotional distress, unless caused by a willful and malicious act, which in the case of unauthorized disclosure of private or confidential information must also be defamatory.

**Taxes.** You acknowledge and agree that we are not obligated to determine whether any federal, state or local tax applies to any transaction involving the use of your Card, nor are we responsible for collecting, remitting, or reporting any sales, use, income or other taxes arising from any such transactions.

**No Waiver.** No failure by us to enforce the performance of any provision of this Agreement or to impose any fee or other amount allowed hereunder will constitute a waiver by us of our right to subsequently enforce such provision or any other provisions of this Agreement or to impose such fees or other amounts pursuant hereto.

**Miscellaneous Provision.** If you or your Card Account becomes involved in any legal proceedings, your use of the Card Account may be restricted. You agree not to use the Card Account in any illegal activity. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Card Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your Card Account and situations where we become involved in disputes between you and a sub-account owner, or a third party claiming an interest in your Card Account. It also includes situations where any action taken on your Card Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursements from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us. If you provide a mobile phone number to us, or if you call us from a mobile phone, you consent to accept calls from us to your mobile phone, including collection calls. If a court finds any provision of this Agreement invalid or unenforceable, such finding shall not make the rest of this Agreement invalid or unenforceable. To the fullest extent possible, any such provision shall be deemed to be modified so as to be rendered enforceable or valid; however, if such provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

If you do not accept the terms, conditions, provisions and rules set forth in this Agreement, you will not be able to keep or make use of the Card Account.

**By activating your Card, you acknowledge and agree that:**

- You have read and agree to this Card Account Agreement and Disclosure Statement.
- You acknowledge receipt of the Card Account Privacy Policy set forth above.

MasterCard and the MasterCard Brand Mark are registered trademarks of MasterCard International Incorporated.

PRP

