

## GENERAL PURPOSE CARDHOLDER AGREEMENT

**1. Terms and Conditions.** This agreement outlines the terms and conditions that govern your use of the CARDFLEX® Prepaid MasterCard® Card that has been issued to you and supersedes any terms and conditions that you may have received earlier. By accepting this Card, you agree to be bound by these terms and conditions.

This Cardholder Agreement, including all schedules, exhibits and attachments thereto, sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. This Cardholder Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Cardholder Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Cardholder Agreement, any rights or remedies under or by reason of this Cardholder Agreement. You may not assign your Card or assign your rights and obligations under this Agreement. Use of your Card is subject to all the rules and regulations of any clearing house or association involved in the transactions. We do not waive our rights by delaying or failing to exercise them any time. If any of the provisions of this Agreement are determined to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement will be governed by the law of California except to the extent governed by federal law and any action or proceeding arising from this Agreement or the Card shall be brought and maintained only in a state or federal court in the State of California, County of Los Angeles.

PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE.

**2. Definitions.** (1) Our “**Business Days**” are Monday through Friday excluding certain holidays. (2) “**Card**” means the enclosed CARDFLEX® Prepaid MasterCard Card issued to you by First California Bank pursuant to a license by MasterCard International Incorporated. CardFlex is a registered MSP of First California Bank. MasterCard is a registered trademark of MasterCard Incorporated. (3) “**Card Account**” means the records we maintain to account for funds that are available to you with the Card. (4) “**You**” and “**your**” mean the person whose name appears on the Card and who is authorized to use the Card as provided by this Agreement. (5) “**We**” “**us**” and “**our**” mean CardFlex Inc, its successors and assignees or First California Bank which are parties to this Agreement with you.

**3. Instant Issue and Personalized Cards.** All cards must be activated and signed prior to attempting to use the card the first time. This can be done by calling customer service number located on the back of your card or at the bottom of this document. Each card provides an expiration date on the front face of the card below the account number.—Account balances may be transferred from Instant Issue card to a personalized card after it is purchased.

**4. Loading the Card.** This is a pre-paid MasterCard card where only the funds that have been loaded on the Card are available for purchases and withdrawals. The funds that are available are recorded in your Card Account. Funds can be loaded on the Card via payroll direct deposit or through authorized agents. Please call 1-866-345-4011 to find the nearest authorized agent or go to

[www.getmygreen.com](http://www.getmygreen.com). Please note that the Load Network may charge a fee.

**YOU WILL NOT RECEIVE INTEREST ON THE FUNDS LOADED ONTO THE CARD. THERE IS NO INDIVIDUAL DEPOSIT ACCOUNT ASSOCIATED WITH YOUR CARD.**

**5. Personal Identification Number.** We will assign to you a confidential PIN, which will enable you to identify yourself when using your Card. Your PIN is a security feature that functions as your signature, identifying you as the proper user of the Card and authorizing any transaction that you make via the Card. If allowed by our systems, you should change the PIN to one of your own choosing upon receipt of the Card. You shall not reveal the PIN to unauthorized users of the Card and you assume full responsibility for any and all transactions made by such unauthorized users. If you voluntarily give your Card and/or PIN to another person, you have authorized such person to use your Card and access your Funds, and you will be responsible for their use of your Card.

**6. Using the Card.** So long as you do not exceed the funds available in your Card Account, you may use the Card to purchase goods or services wherever the Card is honored, and to obtain cash by initiating cash withdrawal transactions through the Card from any financial institution or ATM that accepts the Card. Each time you use the Card, you authorize us to reduce the funds available in your Card Account by the amount of the purchase or withdrawal and any applicable fees, costs, or holdings. There is no credit line associated with your card. This means that at the time of the transaction you must have sufficient funds loaded onto the Card to pay for the transaction and any applicable fees and you are never allowed to exceed the available balance in your Card Account. Nevertheless, if you exceed the available balance you shall remain fully liable to us for the amount of the transactions and any applicable fees and charges. You can get a receipt at the time you initiate a transaction and should retain the receipt to verify your transactions.

**7. Your Liability for Unauthorized Transactions.** You are responsible for all transactions initiated through use of the Card, including those initiated by presenting the number only, such as for internet or mail order transactions, and for any transactions initiated by someone else using the Card or PIN with your permission. Tell us at once if you believe your Card has been lost or stolen or that an unauthorized person has learned your PIN, by telephoning us at the number on the back of your card or writing us at the address listed at the end of this document. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Card Account. If you notify us within two Business Days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Card without your permission. If you do NOT tell us within two Business Days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a long trip or a hospital stay, kept you from telling us, we may extend the time periods. If you tell us that your Card has been lost or stolen, we will close down your account and reissue your card to keep losses down.

**8. Limitations on Use.** Only one Card will be issued per Card Account and only the person identified on the Card may use it. You

may be denied the right to use the Card if you (1) exceed the \$800.00 daily ATM withdrawal limit, (2) do not have adequate funds available in your Card Account for the transaction, (3) do not enter the correct PIN, or (4) exceed the frequency of use limitation. You do not have the right to stop payment on any purchase or withdrawal originated through your Card. You do not have overdraft protection for your Card.

The following transaction, balance, and frequency of use limitations apply:

- The minimum amount of funds that you can load onto your card is \$20.00 per load and the maximum amount is \$2,500.00 via payroll per day. You are allowed 1 cash load of up to \$950 per day with a monthly aggregated maximum of \$4,500.
- You are permitted up to five ATM withdrawals per day and the maximum amount that can be withdrawn by ATM per day is \$800.00.
- You are permitted to conduct up to 50 PIN Point of Service Purchases per day and up to 50 Signature Point of Sale Purchases with an aggregate amount of \$2,500.
- The maximum balance allowed in the Card Account is \$5,000.

You may not use the Card for any illegal or restricted transaction. If you authorize a transaction, the approval may result in a hold for the amount of the transaction for up to thirty days even if you do not complete the purchase. A hold (which may be for more than the actual amount of transaction) also may be placed by the merchant in connection with a hotel or car rental transaction. THE CARD IS AND REMAINS THE PROPERTY OF THE ISSUER, IS NON-TRANSFERABLE AND, SUBJECT TO APPLICABLE LAW, MAY BE CANCELED, REPOSSESSED OR REVOKED AT ANY TIME WITHOUT PRIOR NOTICE.

**9. Returns and Refunds.** If you need to return an item that you purchased with the Card, the merchant will handle the return in accordance with MasterCard guidelines. The merchant may credit your Card, provide a cash refund, or issue store credit in accordance with their policy. We are not responsible for the delivery, quality, safety, legality, or any other aspect of the goods and services purchased from merchants with the Card. As disputes concerning these matters should be addressed to the merchants from whom the goods and services were purchased.

**10. Foreign Transactions.** If you make a transaction in a currency other than in U.S. Dollars, MasterCard will convert the amount deducted from your Card into an amount in U.S. Dollars according to an exchange rate selected by MasterCard Incorporated 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. We may also charge you a conversion fee rate

**11. Monthly Statements.** Monthly statements are provided online, free of charge, at [www.cardflexprepaid.com](http://www.cardflexprepaid.com). The statement will contain certain information concerning the transactions conducted with your Card, including the dates, type, terminal location (for ATM withdrawals), and amounts of the transactions, the beginning and closing balances, fees assessed against your Card during the period, and addresses and telephone number for inquires. You agree to receive electronic periodic statements for your Card. If you wish to receive a paper periodic statement, you may elect this option by calling 1-866-345-4011. You may be charged a fee to receive paper statements. Also, at no charge, you can check your Card

Account balance and transaction history at [www.cardflexprepaid.com](http://www.cardflexprepaid.com).

**12. Fees.** You may have already paid a non-refundable purchase price for the Card (which may have included shipping and handling) and/or made an initial load to the Card at the time that it was purchased. A one-time activation fee may be deducted from your initial card load. In addition, you may be charged the fees identified below:

**Card Usage Fees**

MasterCard Transactions	\$0.78
ATM Withdrawal	\$2.00
International ATM Withdrawal	\$3.50
PIN Purchase / PIN Declines	\$0.50
ATM Balance Inquiries	\$1.00
Direct Deposit	FREE
Customer Service	FREE
Email Notifications	FREE
Text Message Alerts	FREE
Card/Bank Transfers	\$1.00
Reissue a Lost/Stolen Card	\$5.00
Conversion Fee Rate	1%
Companion Card Fee	\$7.95
NSF/Overdraft Fee	\$25.00
ACH Debit	\$1.00
ACH Debit Return	\$15.00
Account Liquidations	\$10.00
Account Closure/Early Termination Fee	\$10.00

**Monthly Fees**

Maintenance Fee	\$2.95
Paper Statement	\$5.00
- Per request	
Bill Pay	\$10.00
- Unlimited transactions	
- Only charged if used	

Please note that the ATM Service providers may charge additional fees for ATM transactions.

**13. Our Liability for Failure to Complete Transactions.** If we do not properly complete transactions on time or in the correct amount in accordance with our agreement with you, we may be liable for your losses or damages subject to the limitations as set forth in this Cardholder Agreement. However, we will not be liable under any number of circumstances, including, but not limited to, if (1) through no fault of ours, you do not have enough funds available in your Card Account to complete the transaction; (2) the merchant refused to accept your Card (3) the ATM terminal does not have enough cash or if it is not operating properly and you knew about the breakdown before initiating the withdrawal; (4) if there is an insufficient balance in the Card Account because there is a hold on your Card; (5) your funds are subject to legal process or other encumbrances restricting transfer; (6) access to the Card has been blocked because, for example, you reported the Card lost or stolen; (7) we have reason to believe that the transaction is unauthorized; or (8) circumstances beyond our control, such as fire or flood, prevent completion of the transaction, despite reasonable precautions that we have taken. There may be other exceptions than those listed above.

**14. DISCLAIMER OF LIABILITY.** OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE MAKE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING ANY

IMPLIED WARRANTY OF MERCHANTABILITY, AGAINST INFRINGEMENT, OR OF FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT THAT WE ARE FOUND LIABLE TO YOU, YOU WILL BE ENTITLED TO RECOVER ONLY YOUR ACTUAL DAMAGES AND WE SHALL NOT BE LIABLE TO YOU FOR AND YOU ARE NOT ENTITLED TO RECOVER FROM US ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOST PROFITS) OR SPECIAL DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER WE MAY HAVE BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGE. UNDER NO CIRCUMSTANCES SHALL OUR TOTAL LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS CARDHOLDER AGREEMENT EXCEED FIVE HUNDRED DOLLARS (\$500.00) REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE. You understand the limitation of our liability as set forth in this paragraph to be a reasonable allocation of risk and expressly consent to such allocation of risk. Neither party may assert any claim against the other party under or arising from this Agreement that accrued more than two years prior to the filing of the action or proceeding alleging such claim. Each party shall have a duty to mitigate damage for which the other party may become responsible.

**15. Error Resolution.** WE ARE RESPONSIBLE FOR RESOLVING ANY ERRORS IN TRANSACTIONS MADE WITH YOUR CARD AND ALL QUESTIONS ABOUT TRANSACTIONS MADE WITH YOUR CARD SHOULD BE DIRECTED TO US RATHER THAN TO THE ISSUER OF THE CARD. Telephone us or write us as soon as you can at the number or address listed at the bottom of this page, if you believe that your statement or a receipt has an error or if you need more information about a transaction listed on the statement or receipt. Please be prepared to provide as much information as possible, including: your name and card number, the dollar amount of the suspected error or transaction, a description of the transaction explaining as clearly as you can why you believe there is an error and why you need more information. We must hear from you no later than 60 days after the first statement was made available on which the problem or error appeared and if you provided this information orally, we may require that you then send us your complaint or question in writing within ten 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 provisionally credit your Card account within 10 business days for the amount you believe is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new Cards, point-of-sale debit card transactions, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question and for new accounts, we may take up to 20 business days to credit your account for the amount you believe is in error. We will send you the results within three 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 were used in the investigation.

**16. Customer Account Contact Changes.** You are responsible for notifying us changes in your address or telephone number or in

your name. We will require that you make this request in writing before the change is effective. You agree that any notice or communication sent by us to the address or telephone number noted in our records shall be effective unless we receive notice of change of the address or telephone number from you.

**17. Confidentiality and Privacy Policy.** We value your business and will maintain the confidentiality of your personal information. We do not share nonpersonal information about you or former customers except as permitted by law.

What we collect:

- The information you gave us when you filled out an application such as your name, address, phone number, and applicable identifying information.
- The information regarding your transactions, such as the card balance, purchases you make, load amounts, and the card usage.
- The information we receive that helps us verify your identity.

What information we share:

- Where it is necessary to establish and service your account such as the processing company, the company that prepares our cards, the card issuing bank, and the company that prepares our statements.
- in order to verify the existence and condition of your account for a third part, such as a merchant
- In order to comply with government agencies, court orders, and card association rules.
- If you give us your written permission.

**Security:** We restrict access to your personal information to employees that have a business need to know, such as to service your account. Employees are provided training on the importance of customer privacy and confidentiality of personal information.

**Policy Changes:** We may make changes to this policy at any time and will inform you of the changes as required by law. To receive most up to date policy, visit our website at [www.cardflexprepaid.com](http://www.cardflexprepaid.com)

**18. Amendment and Cancellation.** We may amend or change the terms of this Cardholder Agreement at any time and will provide you with advance notification of the amendment or change as provided by law.

**19. Customer Service at CardFlex, Inc.**

Telephone: (866) 345-4011

Email: [prepaid@cfinc.com](mailto:prepaid@cfinc.com)

Website: [www.cardflexprepaid.com](http://www.cardflexprepaid.com)

CardFlex, Inc.

Attn: Prepaid Customer Service

2900 Bristol Street, Suite F-201

Costa Mesa, CA 92626

This card is issued by First California Bank pursuant to a license by MasterCard International Incorporated. MasterCard and the MasterCard Brand Mark are registered trademarks of MasterCard International Incorporated. CardFlex is a registered ISO of First California Bank. Subject to funds availability. Transaction fees, terms and conditions apply. All trademarks, service marks and registered marks are the properties of their respective owners.