

## Confidentiality

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

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

## Liability for Unauthorized Transfers

Telephoning is the best way to minimize possible losses. Call 1-866-685-0898 or the Business Administrator at once if you believe the Card has been lost or stolen, or that someone has transferred or may transfer money from the Card Account without your permission.

If the Card has been lost or stolen, we will close the Card Account to keep losses down.

## Other Miscellaneous Terms

We may transfer our rights described in this document. Use of the 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 document 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 document shall not be affected. This document will be governed by the law of the State of Illinois except to the extent governed by federal law.

## Amendment and Cancellation

We may amend or change the terms and conditions associated with the Card at any time. The Company will be notified of any change in the manner provided by the Services Agreement and/or applicable law prior to the effective date of the change. However, if the change is made for security purposes, such change can be implemented without prior notice. We may cancel or suspend the Card or the terms and conditions associated with the Card at any time. By returning the Card to us or the Company, you are terminating your participation in this program; however, this termination will not affect any of our rights or the obligations of the Company arising under this document and/or the Services Agreement prior to termination.

In the event the Card Account is cancelled, closed, or terminated for any reason, the remaining funds will be returned to the Company. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.

## Information About Disputing Transactions

In case of a discrepancy or questions about the Card Account, you or the Business Administrator should telephone 1-866-685-0898, write to PEX Card Customer Service, PO Box 549 Midtown Station, New York, NY 10018, or email [customerservice@pexcard.com](mailto:customerservice@pexcard.com) as soon as possible. You or the Business Administrator must contact us no later than sixty (60) calendar days after we posted the transaction(s) to the Card Account. The Business Administrator may request a written history of your transactions at any time.

In case of a discrepancy or questions about the Card Account transactions, you or the Business Administrator will need to tell us:

- (1) Your name and the 16-digit Card Account number.
- (2) A description of the transaction(s) including the date and dollar amount.
- (3) Why you believe there is a discrepancy.

If this information is provided orally, we may require the details listed above be sent in writing within sixty (60) calendar days after we posted the transaction(s) in question.

Once we have the required details, information, and/or documents, we will determine whether an error occurred. Our investigation may take up to one hundred and twenty (120) days from the transaction settlement date. If we ask that the details above be put in writing and they are not provided within sixty (60) calendar days of the date we posted the transaction(s) you are questioning, we may not be able to resolve the claim in your favor.

We will communicate the results in writing after completing our investigation. If we determine an error occurred, we will correct the error promptly and credit the Card Account. If we decide there was no error, we will send a written explanation.

## Customer Service

For customer service or additional information regarding the Card, please contact:

PEX Customer Service  
PO Box 549 Midtown Station, New York, NY 10018  
1-866-685-0898

Customer Service agents are available to answer your calls: Twenty-four (24) hours a day; seven (7) days a week, including holidays.

## 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 the Card.

**Disclaimer of Warranties.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS GUIDE, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, RELATING TO OR ARISING OUT IN CONNECTION WITH THE CARD OR THIS GUIDE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Limitation of Liability.** We shall have no liability to you if we are unable to complete a transaction for any reason beyond our control or in the event of an unauthorized transaction or error not caused by us. In no event shall we be liable to you for 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 prohibited by law.

Effective 04/2019

## CARD USE GUIDE

### IMPORTANT – PLEASE READ CAREFULLY

### YOUR GUIDE TO USING THIS VISA® PREPAID CARD

This Card Use Guide contains instructions and other important information relating to your use of the Card provided to you by us at the request of Company (defined below). You should read this Guide carefully and keep a copy for your records.

This Visa Prepaid Card has been issued to you in accordance with the Services Agreement executed between Prepaid Expense Card Solutions, Inc., d/b/a PEX, and the business entity desiring to fund a Visa Prepaid Card to be used by you as its authorized agent (the "Company"). "Card" means the Visa Prepaid Card issued by Issuer and provided to you for use as authorized by the Company and us. "Card Account" means the records Issuer maintains to account for the value of transactions associated with the Card. "You" and "your" mean the designated person who the Company has authorized to receive and use the Card. "We," "us," "our" and "Issuer" mean Fifth Third Bank, N.A., member FDIC, and our successors, affiliates or assignees. "Business Administrator" means the person or persons at the Company authorized to manage your Card. You acknowledge and agree that the value available in the Card Account is the property of Company and is limited to the funds loaded to the Card Account by the Company. You agree that the Card is provided to you for business use only as authorized by Company and that you are wholly responsible for the use of the Card as an authorized representative of the Company. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of the 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. The Card is 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. We may refuse to process any transaction that we believe may violate law, this Guide, or the terms of the Services Agreement between PEX and the Company.

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

Write down the Card number and the customer service phone number provided in this Guide on a separate piece of paper in case the Card is lost, stolen, or destroyed. Keep the paper in a safe place. The Business Administrator can also provide some services for the Card including reporting it lost, stolen or damaged.

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. What this means for you: We may require your name, address, data of birth, Social Security number, tax identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## Activate The Card

The Business Administrator must activate the Card before it can be used. If you have further questions, contact the Business Administrator to activate the Card.

## Personal Identification Number

You will not receive a Personal Identification Number (“PIN”) with the Card Account. However, you may receive a PIN if one is needed to complete transactions authorized by the Company. You may have a PIN assigned to the Card by calling the Business Administrator. Do not write or keep the PIN with the Card. Never share the PIN with anyone. When entering the PIN, be sure it cannot be observed by others and do not enter the PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to the PIN, you should advise the Business Administrator immediately and follow the procedures in the paragraph captioned “**Liability for Unauthorized Transfers.**”

## Authorized Card Users

The Company is responsible to us for all authorized transactions initiated and fees incurred by use of the Card. If you permit another person to have access to the Card or Card number, we will treat this as if you and Company have authorized such use and the Company will be liable to us for all transactions and fees incurred by those persons.

## Secondary Cardholder

You may not request an additional Card for another person.

## Representations and Warranties

By retaining, using or authorizing use of the Card, you represent and warrant to us that: (i) you received a copy of this Guide and agree to be bound by and to comply with its terms; (ii) you are authorized by the Company to use the Card and shall only use the Card as authorized by Company; and (iii) you accept the Card.

## No Cash Access

You may not use the Card to obtain cash from an Automated Teller Machine (“ATM”), Point-of-Sale (“POS”) device, or by any other means.

## Loading The Card

You may not load funds to the Card. Only the Business Administrator may load funds to the Card on behalf of the Company. The value of loads and reloads to the Card Account is determined by the Business Administrator. You will have access to funds immediately after the Card is activated and loaded by the Business Administrator.

## Using the Card/Features

The maximum value of the Card is determined by the Company. The Card may be used as authorized by Company to purchase or lease goods or services at all locations where Visa® debit cards and STAR® cards are accepted. The Business Administrator determines the types of purchases you may make with the Card. Please review the Company’s merchant spend rules by logging on to the website at the web address printed on the back of the Card or by contacting the Business Administrator. Any Card transaction for an amount exceeding the value available on the Card Account should not be attempted and will not be completed. Please see the fee schedule within this Guide below for a description of fees assessed against the Card account.

This Card is to be used solely for the business purposes of your Company and may not be used for consumer or household purposes.

By using the Card or providing the Card number to any person, you represent and warrant that use of the Card is solely for business purposes.

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 the Card, the transaction is likely to be declined if sufficient value is not available on the Card to cover the entire transaction amount.

**If you use the Card at an automated fuel dispenser (“pay at the pump”), the merchant may preauthorize the transaction amount up to \$100.00 or more. If the Card is declined, even though sufficient funds are available, pay for your purchase inside with the cashier. If you use the Card at a restaurant, a hotel, for a car rental, 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 will place a “hold” on the 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. 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 the Card number without presenting the 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 the Card. The Card cannot be redeemed for cash. You may not use the Card for online gambling or any illegal transaction.

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

## Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Card for such refunds and agree to the refund policy of that merchant. Neither the Issuer nor PEX is responsible for the delivery, quality, safety, legality or any other aspects of goods or services purchased 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 the Card for any reason, please call 1-866-685-0898 to request a replacement Card or contact the Business Administrator. You will be required to provide personal information which may include the Card number, full name, transaction history, copies of accepted identification, etc. that we use to identify you as the cardholder and an authorized designated agent of the Company.

## Expiration

**The Card will expire no sooner than the “Valid Thru” date printed on the front of it. The funds on the Card do not expire. You will not be able to use the Card after the expiration date; however, a replacement Card will automatically be mailed to you prior to the expiration of the soon-to-expire Card. If you need a replacement Card for any reason other than the Card’s expiration, you may request one at any time by following the procedures in the section labeled “Card Replacement.”**

## Transactions Made In Foreign Currencies

If you make a purchase in a currency other than the currency in which the Card was issued, the amount deducted from the Card Account balance will be converted by Visa into an amount in the currency of the 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 make a purchase in a currency other than the currency in which the Card was issued, the Issuer may assess an International Service Assessment fee of 1.5% 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 the Card. You agree to retain, verify, and reconcile the transactions and receipts.

## Card Account Balance/Periodic Statements

You are responsible for keeping track of the available balance of the Card Account. Merchants generally will not be able to determine the available balance. It’s important to know the available balance before making any transaction. You may access the available balance by accessing the Card Account online, by calling 1-866-685-0898 or by checking with the Business Administrator. Statements in electronic format will be made available free of charge at the URL on the back of your card during each month in which a transaction occurs. You will not automatically receive paper statements. You can ask to have a paper statement mailed to you by contacting the Business Administrator after each monthly statement period.

## Fee Schedule

All fee amounts described below are related to Card activity and will be withdrawn from the Card Account. They will be assessed as long as there is a remaining balance on the Card Account, except where prohibited by law. Any time the remaining Card Account balance is less than the fee amount being assessed, the balance of the Card Account will be applied to the fee amount resulting in a zero balance on the Card Account.

International Service Assessment: (ISA Fee)	1.5% of the transaction amount
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**All other fees associated with use of this Card Account are paid by the Company and will not be deducted from the balance of the Card Account.**