

statement if you request a paper statement. 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 may 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 or 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.

Website 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), secret word or code that might be used to access Card funds. If you believe that the 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 FUNDS 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 Funds Transfer 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.
- 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.bankprepaidcard.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 Customer Service at 1-800-416-6373, or write to TransCard Customer Service, 1301 Riverfront Parkway, Suite 112, Chattanooga, TN 37402. 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 (3) 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.

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. Calling TransCard Customer Service 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 \$50.00 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 if you had told us, you could lose as much as \$500.00. 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 in advance to make regular payments out of your Card Account, you can stop any of these payments by calling TransCard Customer Service at 1-800-416-6373, or write us at TransCard Customer Service, 1301 Riverfront Parkway, Suite 112, Chattanooga, TN 37402, 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.

If these regular payments vary in amount, the person you are going to pay will tell you ten (10) days before the payment is due, which 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 TENNESSEE 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 TENNESSEE.

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 EXPRESSED 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 TRANCTIONS, AND FOR ANY OTHER NEGLIGENCE OR MISCONDUCT THE MAXIMUM LIABILITY SHALL BE \$5,000.00.

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. TransCard is 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 TransCard Customer Service at 1-800-416-6373 or write TransCard Customer Service, 1301 Riverfront Parkway, Suite 112, Chattanooga, TN 37402.

Change of Address. If your U.S. mail or postal address changes, you must immediately notify TransCard Customer Service at 1-800-416-6373. 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 TENNESSEE. 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 that 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.

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INDEPENDENT BANK GPR