

You do not have to accept this payroll card.  
Ask your employer about other ways to receive your wages.

|             |              |   |                |
|-------------|--------------|---|----------------|
| Monthly fee | Per purchase | ATM withdrawal  | Cash reload    |
| <b>\$0</b>  | <b>\$0</b>   | <b>\$0</b> in-network<br><b>\$3.50</b> out-of-network | <b>\$5.95*</b> |

|  |         |
|--|---------|
| ATM balance inquiry (in-network or out-of-network) | \$0     |
| Customer service (automated or live agent)         | \$0     |
| Inactivity (after 90 days with no transactions)    | \$4.00* |

**We also charge 5 other types of fees.**

\*This fee can be lower depending on how and where this card is used.

**No overdraft/credit feature.**

Your account is eligible for FDIC insurance upon activation.

For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid).

Find details and conditions for all fees and services in the cardholder agreement and in the "List of all fees for the Wisely® Pay Card."

The Wisely® Pay Card is issued by Fifth Third Bank, N.A.

| List of all fees for the Wisely® Pay Card   |                    | WP011 (v.11.2019)   |
|---|--------------------|---|
| All fees  | Amount             | Details   |
| <b>Monthly usage</b>  |                    |   |
| Monthly fee   | \$0                | Fee for monthly maintenance. This fee will not be assessed against residents of Connecticut or New York.  |
| <b>Add money (you may need to pass an additional validation before you can add money to your account)</b> |                    |   |
| Reload your card using cash with Western Union  | \$3.95             | Fees of up to \$3.95 may apply when reloading your card at Western Union reload agents. Fees vary by reload location and are subject to change. For available cash reload networks see myWisely® app, <a href="http://mywisely.com">mywisely.com</a> , the ADP mobile app (if accessible to you), or <a href="http://myADP.com">myADP.com</a> (if accessible to you).   |
| Reload your card using cash with Green Dot  | \$5.95             | Fees of up to \$5.95 may apply when reloading your card with cash at Green Dot® Network reload locations offering Reload at the Register™ or MoneyPak®. Fees vary by reload location and are subject to change. For available cash reload networks see myWisely® app, <a href="http://mywisely.com">mywisely.com</a> , the ADP mobile app (if accessible to you), or <a href="http://myADP.com">myADP.com</a> (if accessible to you).   |
| Reload your card using a mobile check cashing service   | 5% of check amount | The Ingo Money service is provided by First Century Bank, N.A. There is no fee for 10-day funding. The amount of your check will be credited to you in 10 days if your check is approved and not returned unpaid within the 10-day period. If you choose expedited funding and Ingo approves your check, the following fees will apply: 1% of the check amount for payroll and government checks with a pre-printed signature, with a minimum fee of \$5.00, or 5% of the check amount for all other accepted check types with a minimum fee of \$5.00. Fees are subject to change, and other terms and conditions apply. |
| Reload your card using other money transfer services  | \$0                | 3rd party fees may apply and are subject to change when reloading your card using other money transfer service providers, such as but not limited to, PayPal®, insurance provider disbursements, etc. Please refer to the separate terms & conditions and fees pertinent to the respective service provider(s).   |
| <b>Spend money</b>  |                    |   |

|  |        |  |
|--|--------|--|
| Shopping or bill payment using your card   | \$0    | Fee to use your card to shop in store, online, in app or by phone. Pay for your bills using the third party PlastiQ® bill payment service (other third parties, such as billers, may charge additional fees).  |
| <b>Get cash</b>  |        |  |
| ATM cash withdrawal in-network in Domestic Area  | \$0    | Unlimited in-network ATM withdrawals at any in-network ATM (Allpoint®, MoneyPass®, PNC Bank® or Fifth Third Bank, N.A.) in the 50 U.S. states, Washington, D.C., Puerto Rico, U.S. Virgin Islands, and Guam ("Domestic Area"). Accept surcharge if appears. Fee will be waived or credited. Find in-network ATMs at myWisely® app, <a href="http://mywisely.com">mywisely.com</a> , the ADP mobile app (if accessible to you), or <a href="http://myADP.com">myADP.com</a> (if accessible to you). |
| ATM cash withdrawal out-of-network in Domestic Area  | \$3.50 | Each out-of-network ATM withdrawal, in the Domestic Area, will incur a fee (other third parties, such as ATM owner, may charge additional fees).   |
| Over-the-counter Visa® member bank teller cash withdrawal  | \$0    | Fee for Visa® member bank over-the-counter teller cash withdrawals within the 50 U.S. states and Washington D.C. (other international Visa® member banks, including those in U.S. territories, may charge a fee).  |
| ATM decline fee  | \$1.00 | Fee for a withdrawal decline at an ATM. For Connecticut and Illinois based employees, the first two decline fees per month will be waived or credited (third party fees may apply).  |
| <b>Information</b>   |        |  |
| Online and mobile app account management   | \$0    | Fee to manage your card account on myWisely® app, <a href="http://mywisely.com">mywisely.com</a> , the ADP mobile app (if accessible to you), or <a href="http://myADP.com">myADP.com</a> (if accessible to you). Includes email and text message alerts (message and data fees from your carrier may apply).  |
| Customer service   | \$0    | Fee for calling the 24/7 automated or live agent customer service.   |
| ATM balance inquiry  | \$0    | Fee to check your balance at the ATM (third party fees may apply).   |
| Monthly paper statement  | \$0    | Fee to receive a monthly paper statement. For CT, NY based employees, this fee will be waived or credited.   |
| Written transaction history  | \$0    | Fee for a written transaction history to be sent to you via mail.  |
| <b>Using your card outside the 50 U.S. states (you may need to pass an additional validation before you can use your card outside the Domestic Area)</b> |        |  |
| International ATM cash withdrawal  | \$3.50 | Each ATM withdrawal conducted outside the Domestic Area will incur a fee (other third parties, such as ATM owner, may charge additional fees).   |
| International transaction fee  | 3%     | Fee for purchase and ATM transactions conducted outside the Domestic Area (percent based on total U.S. dollar transaction amount).   |
| Over-the-counter transaction fee   | 2%     | Fee for Visa® member bank over-the-counter teller cash withdrawals outside the 50 U.S. states and Washington D.C. (percent based on total transaction amount).   |
| <b>Other</b>   |        |  |
| Secondary Card   | \$0    | Fee for secondary card. Limitations on number of cards requested may apply. Includes FREE standard shipping.   |
| Lost/stolen card replacement per calendar year   | \$6.00 | One (1) FREE card replacement for a lost/stolen primary or secondary card per calendar year. Each additional card replacement for a lost/stolen primary or secondary card per calendar year will incur a fee. A card reported as lost/stolen will be closed and locked to help prevent unauthorized transactions. You must activate the new replacement card in order to use. Includes FREE standard shipping. See below for expedited delivery fees.  |

|                          |         |   |
|--------------------------|---------|---|
| Expedited delivery       | \$24.00 | Fee for express delivery for replacement card orders.   |
| Overnight delivery       | \$35.00 | Fee for overnight delivery for replacement card orders.   |
| Inactivity Fee           | \$4.00  | Fee for inactivity. Fee will be assessed monthly after 90 days of inactivity. For Minnesota, Montana, and New York based employees, no inactivity fee will be assessed. For Connecticut, Illinois and Pennsylvania based employees, no inactivity fee will be assessed for first 12 months. For Texas based employees, the inactivity fee will not be assessed after 12 months of inactivity. |
| Cardholder Notifications | \$0     | Fee for email and text message card account alerts (message and data fees from your carrier may apply).   |

Your account is eligible for FDIC insurance upon activation. Your funds will be held at or transferred to Fifth Third Bank, N.A., an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Fifth Third Bank, N.A. fails, if specific deposit insurance requirements are met and your card account is activated. See <https://fdic.gov/deposit/deposits/prepaid.html> for details.

No overdraft/credit feature.

Contact Fifth Third Bank, N.A. at Wisely Pay by calling 1.866.313.6901, by mail at Wisely Pay, c/o Wisely, P.O. Box 9008, San Dimas CA 91773, Attention: Cardholder Services or visit myWisely® app, [mywisely.com](http://mywisely.com), the ADP mobile app (if accessible to you), or [myADP.com](http://myADP.com) (if accessible to you).

For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid). If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1.855.411.2372 or visit [cfpb.gov/complaint](http://cfpb.gov/complaint).

The Wisely Pay Card is issued by Fifth Third Bank, N.A., Member FDIC, pursuant to a license from Visa U.S.A. Inc. Visa is a registered trademark of Visa International Service Association. Wisely and myWisely are registered trademarks of ADP, Inc. Ingo is a registered trademark of Ingo Money, Inc. PlastiQ is a registered trademark of PlastiQ, Inc. PayPal is a registered trademark of PayPal, Inc. Allpoint is a registered trademark of ATM National, LLC. MoneyPass is a registered trademark of Genpass, Inc. Western Union is a registered trademark of Western Union Holdings, Inc. Green Dot and MoneyPak are registered trademarks, and Reload at the Register is a mark, of Green Dot Corporation. PNC is a registered trademark of PNC Financial Services Group. All other marks are property of their respective owners. Copyright © 2020 ADP, Inc. All rights reserved.

### CARDHOLDER AGREEMENT FOR WISELY™ PAY PREPAID CARD

You will be deemed to have accepted your Wisely™ Pay Prepaid Card (the “Wisely Card”), to have agreed to the terms and conditions of this Cardholder Agreement (the “Agreement”) and to pay the fees set forth in the short form and long form list of fees you received with your Wisely Card (collectively, the “List of Fees”) if you do any of the following: activate the Wisely Card or use the Wisely Card. Through the telephonic and electronic activation process, you acknowledge that you voluntarily consent to receiving your wages on the Wisely Card and confirm that your employer provided you alternate means to receive your wages. Please contact your employer for more information if you have not been advised of alternative means of receiving your wages. By electing to receive your wages on the Wisely Card, you authorize your employer to deposit your wages on the Wisely Card and to reverse or debit funds we credit to your Wisely Card account in error. **Please read this Agreement carefully and keep it for future reference. You may also view this Agreement at [mywisely.com](http://mywisely.com) or [myadp.com](http://myadp.com) (if accessible to you) or request a free copy by calling us at 866-313-6901, which is the toll-free phone number located on the back of your Wisely Card.**

In this Agreement, “Prepaid Card” means your personalized and/or non-personalized Wisely™ Pay card issued by Fifth Third Bank, National Association under licenses from Visa U.S.A., Inc. (“Visa”) or Mastercard International, Inc. (“Mastercard”) in connection with the Wisely™ Pay Program (the “Program”). “You” and “your” mean the person to whom a Prepaid Card is issued in connection with the Program. “Bank” means Fifth Third Bank, National Association, which issues the Prepaid Card, and/or Bank’s agent, which includes any independent sales organization or program manager. “Us”, “we” and “our” means Bank and/or Bank’s agent. “Network” refers to Visa or Mastercard as applicable and reflected on your Prepaid Card.

#### **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW PREPAID CARD ACCOUNT AND FOR REQUESTING A SECONDARY CARD**

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

What this means for you: When you open a Prepaid Card account or request a Secondary Card (as defined below), we may require your (and in the case of a Secondary Card, the Secondary Cardholder’s (as defined below) name, address, date of birth, Social Security number, tax identification number and other information that will allow us to identify you (and in the case of a Secondary Card, the Secondary Cardholder). We may also ask to see your (and in the case of a Secondary Card, the Secondary Cardholder’s) driver’s license or other identifying documents.

#### **I. General Information**

A. The funds associated with your current available Prepaid Card balance are held in a deposit account, herein referred to as Cardholder Pooled Account, maintained by Bank as agent for and for the benefit of cardholders of Prepaid Cards issued by Bank in connection with the Program, and you have a beneficial interest in such deposit account in the amount of your current available Prepaid Card balance once your Prepaid Card has been activated. Any funds or wages are not considered available to you until your Prepaid Card is activated and the funds have been received by Bank and settled in the Cardholder Pooled Account. Your current available Prepaid Card balance may be referred to herein as your Prepaid Card account. Funds in your Prepaid Card account may be accessed only through the use of the Prepaid Card and its associated functionality in accordance with this Agreement. To the extent available under applicable law, funds in your Prepaid Card account are insured up to the maximum amount provided by the FDIC. You will not be paid interest or any other earnings on the funds in your Prepaid Card account. There are maximum load amounts that can be loaded to the Prepaid Card and a maximum balance that may be on the Prepaid Card at any given time. If you have any questions, please call Cardholder Services at 866-313-6901, which is the toll-free phone number located on the back of your Prepaid Card. We will not be liable if we do not complete a transfer to your Prepaid Card because the load exceeds the maximum load amount we have set for your Prepaid Card or if the balance on your Prepaid Card reaches the maximum balance we allow on the Prepaid Card.

B. The Prepaid Card allows electronic access to the balance in your Prepaid Card account. Your Prepaid Card is not a credit card. You can use your Prepaid Card as set forth in Section II below. You acknowledge and agree that the amount available to you through use of your Prepaid Card is limited to the available balance in your Prepaid Card account. This amount is recorded on our records and a transaction using the Prepaid Card will not be authorized if it exceeds the available balance remaining in your Prepaid Card account. For information related to transactions in excess of your balance, please refer to Section IV.

C. The Prepaid Card is a proprietary form of a debit card provided in connection with the Program. It does not connect in any way to any checking account, share draft account, or savings account or any other prepaid card or credit card you may have other than your Prepaid Card account. The primary cardholder (the "Primary Cardholder") is being issued a Prepaid Card in accordance with directions from a client of ADP participating in the Program (the "Participating Company"). The Participating Company may be the Primary Cardholder's employer or the Primary Cardholder may be receiving benefit or reimbursement payments from the Participating Company. Participating Company may also be any third party from whom you receive funds credited to your Prepaid Card account including ADP clients that subsequent to this Agreement become the Primary Cardholder's employer. Funds loaded to your Prepaid Card account (whether directly by you or by another party or entity) are considered "fund loads". The Participating Company may impose requirements for maintaining your participation in the Program. The Participating Company also may elect to terminate your participation in the Program and/or to cease making the Program available. We may add, alter, suspend or terminate any feature or service related to your Prepaid Card at any time, including but limited to closing your Prepaid Card account. If required by applicable law, you will be notified of any change at least twenty-one (21) days (or such other period required by applicable law) prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice.

D. Non-Personalized Cards ONLY: If your Prepaid Card is a non-personalized card (i.e. your name does NOT appear on the front), your card is an instant issue card. If you make or receive multiple fund loads to your non-personalized Prepaid Card, you agree that we may provide you with a new Prepaid Card bearing your name and a new card number which can accommodate unlimited number of fund loads, as well as provide you with additional features as described in Sections I.E-F and IX.

Once you receive your new Prepaid Card bearing your name and activate it, any remaining funds in your Prepaid Card account will be accessible through your new Prepaid Card bearing your name. Please see Section XII.D below for the treatment of remaining balances on cancelled Prepaid Cards.

If the number of fund loads you receive to your non-personalized Prepaid Card does not generate a new Prepaid Card bearing your name, you may continue to use your card to spend your balance until the expiration date that appears on the card.

E. We may issue a secondary Prepaid Card ("Secondary Card") up to three additional persons (that are members of the Primary Cardholder's family or household at the written request of the Primary Cardholder (each "Secondary Cardholder"). Each such Secondary Cardholder will have full access to any funds the Primary Cardholder transfers to such Secondary Cardholder Secondary Prepaid Card. In the event a Secondary Card is issued, the provisions set forth in Section X shall apply.

F. The Participating Company or an agent of the Bank, at your direction, may direct wages, consulting fees, commissions or other payments to be allocated to the Primary Cardholder's Prepaid Card account balance. To the extent permitted under the Program, Primary Cardholders may also load, transfer or cause to be transferred additional funds to be allocated to the Primary Cardholder's Prepaid Card account balance. All such funds will be accessible to the Primary Cardholder to use or transfer to a Secondary Cardholder's Prepaid Card. Secondary Cardholders use of funds is limited to the available balance on such Secondary Cardholder's Prepaid Card. Fund loads and transfers may be restricted pending the cardholder passing the additional identity verification process.

G. By activating, using, or allowing another person to use the Prepaid Card, you agree that you are at least 14 years of age and agree to the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, DO NOT ACTIVATE OR USE YOUR PREPAID CARD. You may cancel the Prepaid Card account by calling us toll-free at 866-313-6901, which is the toll-free phone number located on the back of your Prepaid Card.

H. A replacement card will be sent to you prior to expiration of your Prepaid Card if your card has not been closed or we have not delivered the unused funds on your Prepaid Card to the state as unclaimed property.

## **II. Using Your Prepaid Card**

A. Provided there are sufficient funds in your Prepaid Card account to pay for such transaction, you may use your Prepaid Card to:

- 1) Pay for goods or services or both at merchants who accept Network Prepaid Cards (“point-of-sale” transactions).
- 2) Obtain cash from participating financial institutions (Network member Bank cash withdrawal).
- 3) Perform transactions at ATMs worldwide.
- 4) Load funds to your Prepaid Card account.

Some of these services may not be available at all terminals or with all card types (e.g., Prepaid Cards that have undergone additional identity verification versus Prepaid Cards that have not undergone additional identity verification).

B. You may use your Prepaid Card only after activation. Using your Prepaid Card and selected Personal Identification Number (“PIN”), you may withdraw cash from ATMs worldwide. You may change your PIN, check your balance and transaction activity and initiate other customer service requests by logging on to the website at [myWisely.com](http://myWisely.com) or [myadp.com](http://myadp.com) (if accessible to you) or by calling Cardholder Services at 866-313-6901, which is the toll-free phone number located on the back of your Prepaid Card. You may be required to pass additional identity verification to conduct international transactions, including International online transactions.

C. The Prepaid Card and PIN are provided for your use and protection. You agree that you will:

- 1) not disclose the PIN nor record it on the Prepaid Card or otherwise make it available to anyone else;
- 2) use the Prepaid Card, the PIN and any terminal as instructed;
- 3) promptly notify Cardholder Services of any loss or theft of the Prepaid Card or PIN by calling 866-313-6901, which is the toll-free phone number located on the back of your Prepaid Card;
- 4) be responsible for your use of the Prepaid Card and PIN, including any use by someone you permit to use your Prepaid Card and/or PIN.

If you permit someone else to use your Prepaid Card, you will be deemed to have authorized such use and you will be liable unless you notify Cardholder Services by calling 866-313-6901, which is the toll-free phone number located on the back of your Prepaid Card, that transfers (which includes any transaction, fund load, debit, etc.) by that person are no longer authorized.

D. For security and regulatory reasons, we may limit the number, type or dollar amount of transactions you may make to your Prepaid Card account or suspend the use of or terminate your Prepaid Card account and/or Prepaid Card. See the FAQs section after you log in to [myWisely.com](http://myWisely.com) or [myadp.com](http://myadp.com) (if accessible to you) for information regarding limits on loads and other transactions.

E. You may load funds onto your Prepaid Card as follows, if such feature is available to you and if you meet certain verification requirements:

- Participating Company Loads.
- Retail Loads. If we provide the service, you may be able to reload funds to your Prepaid Card through one or more reload networks, including electronic check deposit service providers, as designated by us from time to time (“Retail Loads”). Additional terms and conditions may apply to Retail Load services. We may discontinue this service at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior consent. See Section XX. You may be required to pass an additional verification process to gain access to this product feature.
- ACH Loads. An ACH transfer to your Prepaid Card account, using the account number and routing and transit number provided or by contacting Customer Service at 866-313-6901). You may be required to pass an additional verification process to gain access to this product feature.

F. Funds loaded to your Prepaid Card through Retail Loads are available immediately after your successful completion of the load transaction. Participating Company Loads or ACH Loads are available on the business day when final collected funds are received by the Bank, unless a longer time is permitted by applicable law.

G. Debit Transactions. Merchants are responsible for and must provide you with a clear way of choosing to make a debit transaction utilizing your PIN if they support the option. Please be advised that different terms may apply to transactions conducted without a PIN. Please refer to the paragraph labeled “Your Liability for Loss, Theft or Unauthorized Use” for a description of certain rights and protections applicable to your Prepaid Card. To initiate a debit transaction at the point-of-sale, swipe or insert your Prepaid Card in a point-of-sale terminal, sign the receipt (may be an electronic signature pad), or provide your Prepaid Card number for a mail order, telephone, or Internet purchase.

H. Other Debit Transactions. Debits to your Prepaid Card can be made using the card number or your account number and routing and transit number, as applicable. When your account number and routing and transit number are used to complete the transaction, the purchase is completed through the Primary Cardholder's Prepaid Card only and will be authorized if there are sufficient available funds on the Primary Cardholder's Prepaid Card. If you provide the account number and routing and transit number to Secondary Cardholders, you, as the Primary Cardholder, will be deemed to have approved and are responsible for transactions made in that manner.

I. ACH Authorization: When you attempt to transfer money from your Prepaid Card you are authorizing us to facilitate such transfers. Upon your request, we will make the electronic transfer via the ACH system from the available funds on your Prepaid Card to the account and in the amount you specify. You will be charged a service fee, if applicable, for all ACH transfers in accordance with the List of Fees. If you request an ACH transfer, we require that you provide us with the following information: the bank name, bank routing number, and bank account number. You hereby warrant that all such information is correct. We shall have no liability whatsoever if you fail to provide the correct

information for the ACH transfer. You agree that this ACH transaction complies with all applicable laws. You understand this authorization will remain in full force and effect until the transaction is complete.

### **III. Fees and Charges.**

A. You will receive a copy of your List of Fees before or upon receipt of your Prepaid Card and any time thereafter as required by applicable law. Your List of Fees is always available at [myWisely.com](http://myWisely.com) or [myadp.com](http://myadp.com) (if accessible to you) and may be requested for no charge by calling 866-313-6901, which is the number on the back of your Prepaid Card. You agree that the fees and charges set forth in your List of Fees apply to your Prepaid Card and your usage and you authorize us to deduct the applicable amount from your Prepaid Card account balance. A particular fee on the List of Fees may not apply if it is restricted by law in your state.

B. You understand that parties other than ADP and Bank including, without limitation, third-party ATM operators, cash reload merchants and third party bill pay services may apply other fees for use of the Prepaid Card or services related to the Prepaid Card. Such fees will be disclosed by the party charging it at the time the services are used and you authorize us to deduct such fees from your Prepaid Card account. For instance, if you use an ATM that is outside of the ATM networks specified in your List of Fees (or outside the limits specified), you may be charged a fee by us as well as by the third-party ATM operator. Information about the locations of ATMs associated with the Program can be found at [myWisely.com](http://myWisely.com) or [myadp.com](http://myadp.com) (if accessible to you).

C. You understand and agree that we may change, add or delete any fees and charges from your List of Fees, from time to time, in accordance with Section XIII of this Agreement and any applicable laws or regulation.

### **IV. Transactions in Excess of Balance**

A. Each time you use your Prepaid Card, the amount of the transaction will be debited from your Prepaid Card account balance. You are not allowed to exceed your available Prepaid Card balance, by any individual or series of purchases. Nevertheless, if, through unusual circumstances this occurs, you agree to be responsible for payment in full of any negative balance and to forward such payment to us immediately. You grant us the right to automatically debit such negative balance amount from current or future fund loads to any of your Prepaid Card accounts (whether issued and activated at the time of such transaction or issued to and activated by you in the future). If your transaction at a merchant will exceed the balance in your Prepaid Card account, you must tell the merchant before completing the transaction. If the merchant allows you to complete the transaction, the merchant will require payment of the excess through another means acceptable to the merchant.

B. In addition to other rights under this Agreement, in the event of a negative balance in the account related to the Primary Cardholder or Secondary Prepaid Card, you: (1) authorize Participating Company or us to withhold the amount of the negative balance (whether caused by the Primary Cardholder or a Secondary Cardholder) from future compensation whether related to the Primary Cardholder or Secondary Cardholder Prepaid Card in accordance with applicable law or regulation; (2) agree that we may request that the Participating Company so withhold the amount of the negative balance from your future compensation and pay such withheld amount(s) to us to offset your negative balance (whether caused by the Primary Cardholder or a Secondary Cardholder); (3) consent to disclosure by us to the Participating Company of the amount and circumstances of any such negative balance (whether caused by the Primary Cardholder or a Secondary Cardholder); and (4) consent to disclosure by us to the Participating Company and to any other persons of the suspension or termination of your Prepaid Card account and of this Agreement.

### **V. Foreign Currency Transactions**

The amount of any transaction in a foreign currency will be converted to U.S. dollars. The by-laws and rules of the Network will determine the conversion rate for the transaction. Currently, the exchange rate between the transaction currency and the billing currency used for processing international transactions is either: (a) a rate selected by the Network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the Network itself receives or (b) the government mandated rate in effect for the applicable central processing date, in either case, plus an additional fee as indicated in the List of Fees. The additional fee may be assessed on all transactions in which the merchant is located in a country other than the U.S., even in transactions that do not require currency to be converted.

### **VI. Failure to Complete Transactions; Funding Issues**

A. If we do not complete a transfer to or from your Prepaid Card account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- 1) If, through no fault of ours, you do not have enough money in your Prepaid Card account to make the transfer.
- 2) If the automated teller machine where you are making the transfer does not have enough cash.
- 3) If the terminal was not working properly and you knew about the breakdown when you started the transfer.
- 4) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- 5) If you have not passed the identity verification process required to complete such transaction.
- 6) There may be other exceptions stated in our agreement with you.

In addition, we will not be liable to you for funds or wages that are not received by Bank in the Cardholder Pooled Account. This may be as a result of, but not limited to: (1) Cardholder not activating the Prepaid Card, (2) a self-issued payroll check, if applicable, being authorized for

your wages prior to activation of the Prepaid Card, and (3) wages not being received by Bank in the Cardholder Pooled Account due to a Prepaid Card not being activated within the timeframe specified in the information provided with your Prepaid Card. For wages not available on your activated Prepaid Card, please contact 866-313-6901 for your employer.

B. If we credit funds to your Prepaid Card account in error or in connection with an illegitimate transaction, you are not entitled to such funds and you authorize us to initiate debits to any of your Prepaid Card accounts (whether issued and activated at the time of such transaction or issued to and activated by you in the future) for the amount of the funds previously credited to your Prepaid Card account, including debiting any future fund loads from any of your Prepaid Card accounts (whether issued and activated at the time of such transaction or issued to and activated by you in the future) if your Prepaid Card account does not have sufficient funds to debit the entire amount. In addition, if we credit funds to your Prepaid Card account in error or in connection with an illegitimate transaction on behalf of the Participating Company, you authorize the Participating Company to initiate debits to any of your Prepaid Card accounts (whether issued and activated at the time of such transaction or issued to and activated by you in the future) for the amount of such funds credited to your Prepaid Card account, except as may be prohibited by law or agreements to which we or the Participating Company are a party.

C. We will not be liable to you if you do not have an available balance in your Prepaid Card account sufficient to complete a particular transaction. You may, however, be able to split your purchases between the Prepaid Card and another credit or debit card or cash. If you are uncertain as to the exact available balance in your Prepaid Card account, please check online at [myWisely.com](http://myWisely.com) or [myadp.com](http://myadp.com) (if accessible to you) to verify your balance for free or call Cardholder Services at 866-313-6901, which is the toll-free phone number located on the back of your Prepaid Card, prior to attempting to make a purchase or withdrawal.

D. When you use your Prepaid Card to pay for goods or services, certain merchants may request to authorize the transaction in advance and may estimate its final value. When you use your Prepaid Card at an ATM or for a teller cash advance transaction, we generally authorize the transaction in advance (including all applicable fees). When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and will place a temporary hold on your Prepaid 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. Therefore, your Prepaid Card may be "authorized" or "have funds held" for more than the actual amount of the transaction until the final transaction is complete. This means that the "authorized funds" are not available for you to spend elsewhere until the authorization is released, which could be from three (3) days up to thirty (30) days or more. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. Transactions at certain merchants that authorize high dollar amounts, such as car rental companies and hotels may result in a hold for the amount of funds for up to thirty (30) days. Please note that we cannot manually release authorization without a certified letter or fax from the merchant who initiated the transaction. We will only charge your Prepaid Card for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles. You acknowledge and agree that, when a merchant does send us a request to release a hold, the released funds will not be available to you for withdrawal or purchases until we have had a reasonable amount of time to process the release. At certain merchants, typically but not limited to restaurants, bars, barber or beauty shops or for taxis or limos the authorization may include tips or incidental expenses. If the amount of the authorization request exceeds the value on your Prepaid Card, the transaction may be declined.

If you use your Prepaid Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$150 or more. If your Prepaid Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier.

## **VII. Use of Telephone Services**

You may contact Cardholder Services by calling 866-313-6901, which is the toll-free phone number located on the back of your Prepaid Card.

## **VIII. Account Information**

Information about the amount of money you have remaining in your Prepaid Card account, along with at least 12 months (or such period required by law) history of account transactions, is available online for free at [myWisely.com](http://myWisely.com) or [myadp.com](http://myadp.com) (if accessible to you). You may also obtain this information by calling 866-313-6901, which is the toll-free phone number located on the back of your Prepaid Card.

You also have the right to obtain at least 24 months (or such period required by law) written history of account transactions for free by calling 866-313-6901, which is the toll-free phone number located on the back of your Prepaid Card or writing us at:

Wisely™ Pay  
c/o Wisely  
P.O. Box 9008  
San Dimas, CA 91773  
Attention: Cardholder Services

You may choose to receive a paper transaction history or statements (if available) in the mail by calling customer service at 866-313-6901, which is the the number located on the back of your Prepaid Card. There is a fee associated with the receipt of paper transaction history or statements (if available) as reflected on the List of Fees (unless prohibited by law).

## **IX. Right to Receive Documentation of Transfers**

**Preauthorized credits.** If you have arranged to have direct deposits made to your Prepaid Card account, you can set up alerts on myadp.com to be notified of deposits and other activity. This information is also available online for free at myadp.com. You may also call Cardholder Services at 866-313-6901, which is the toll-free phone number located on the back of your Prepaid Card, to find out whether or not the deposit has been made.

**Transaction History/Monthly Statement:** You are entitled to electronic statements and transaction histories as set forth Section VIII above. Monthly paper statements may be available. Check the List of Fees to determine whether an additional fee applies. If you elect to get regular monthly paper statements, you will receive such monthly paper statements, except you may not receive one during a month in which there are no transfers. In any case, you will get the statement at least quarterly, unless the account is dormant, in which case you may receive a statement only once a year.

**Automated Teller Machines(ATM) or point-of-sale terminals:** You are entitled to get a receipt from the merchant or third party with whom you are conducting a transaction at the time you make any transfer (which includes any reload at the register or debit) to or from your Prepaid Card account using an ATM or point-of-sale terminal.

#### **X. Additional Terms if Secondary Cards Issued**

The following terms will apply if one or more Secondary Cards are issued:

**A. Secondary Card Issuance.** We will make any inquiries of the prospective Secondary Cardholder that we consider appropriate to help determine whether we should issue a Secondary Card. This may include, but is not limited to, verification of identity. Secondary Cards may only be issued to persons in the United States with a valid Social Security number or tax identification number.

**B. Secondary Card Use.** The Primary Cardholder must activate a Secondary Card. After activation, a Secondary Card may be used by a Secondary Cardholder to make purchases or withdrawals subject to the available balance on the Secondary Cardholder's Prepaid Card.

**C. Access to Cardholder Transactional Data.** Each Primary Cardholder will have full access to the transactional information associated with the Primary Cardholder's and all Secondary Cardholders' Prepaid Cards. Secondary Cardholders will not have access to the call center or myWisely.com or myadp.com (if accessible to you) or the services provided thereunder. The Primary Cardholder can call or access the services online on behalf of the Secondary Cardholder.

**D. Full Access to Funds.** Each Primary Cardholder and Secondary Cardholder will have access to any available funds on the Secondary Cardholder's Prepaid Card. The Primary Cardholder's access to use the available balance on the Secondary Cardholder's Prepaid Card is limited to transferring funds to and from such Prepaid Card.

**E. Communications.** All communications to be sent or given in accordance with this Agreement will be communicated to the Primary Cardholder only. The Primary Cardholder is responsible for sharing all communications from us with the Secondary Cardholders. All communications sent or given to the Primary Cardholder are deemed to be given to both the Primary Cardholder and the Secondary Cardholders.

**F. Bound by all Instructions.** The Primary Cardholder and any Secondary Cardholders each agree to be bound by all instructions and requests made or purported to be made by any of them.

**G. Cancellation by Primary Cardholder.** A Secondary Cardholder's Prepaid Card may be terminated at the request of the Primary Cardholder at any time, provided that we are given a reasonable opportunity to act on such request and any available balance on the Secondary Cardholder's Prepaid Card will be transferred to the Primary Cardholder's account without notice to any impacted Secondary Cardholder. The cancellation or termination of the Primary Card account will automatically result in termination of the Secondary Cardholder Prepaid Card and any available balance on such Prepaid Card will be sent or otherwise provided only to the Primary Cardholder.

**H. Responsibility for Secondary Cardholder Transactions.** The Primary Cardholder shall be responsible for the Prepaid Card usage, including any fees and charges, by any Secondary Cardholder or any person authorized by any Secondary Cardholder. If the Secondary Card is used in a manner which violates this Agreement, both the Primary and Secondary Cards may be cancelled.

**I. Liabilities not affected by Disputes of Cardholders.** All obligations of the Primary Cardholder and Secondary Cardholders under this Agreement to us shall not be affected by any dispute or counterclaim or right of set-off which the Primary or Secondary Cardholders may have against each other.

#### **XI. Disputes**

**A.** We are not responsible for the quality of goods, property, or services you purchase with the Card. Any claims concerning quality of goods, property, or services purchased with the Card must be resolved by you directly with the merchant.

**B.** If you have a dispute with the Participating Company about the amount of your wages, consulting fees, commissions, benefit payments or other similar payments, or the amount that we, on behalf of the Participating Company, allocates to or deducts from your Prepaid Card account, you agree not to involve us and to resolve the dispute directly with the Participating Company.

#### **XII. Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with a Prepaid Card, you agree to accept credits to your account in place of cash.

### **XIII. Amendment and Cancellation/Closure**

A. We may at any time cancel, change or repeal the terms and conditions in this Agreement or the List of Fees, including the amount of any fee or charge. You will be notified of any change in the manner provided in this Agreement or as otherwise required by and in compliance with applicable law. Without otherwise limiting our rights and obligations, if the change is made for security purposes we can implement such change without prior notice. You agree to any aforementioned changes by continued use of the Prepaid Card, utilization of the Program or maintenance of funds in your Prepaid Card account.

B. We may cancel or suspend this Agreement at any time. The Prepaid Card remains the property of Bank. Your right to use the Prepaid Card may be cancelled/closed or suspended at any time at our discretion and for any reason. Once you become aware that your Prepaid Card account has been cancelled/closed, you and the Secondary Cardholder (if any) agree to discontinue using the Prepaid Card.

C. If you choose to cancel/close your Prepaid Card account, you agree to use the Prepaid Card to reduce the balance to zero. However, if you prefer, we will send a check at no charge to the Primary Cardholder for the remaining balance. You further understand that you are responsible for any negative balance that occurs after your notice of cancellation to the same extent as provided in this Agreement for an open Prepaid Card account. You agree to destroy the Prepaid Card after cancellation/closure and your balance has been reduced to zero.

D. If we cancel/close your Prepaid Card account we may, at our option, either: (1) apply the remaining balance to a new Prepaid Card account to the benefit of the Primary Cardholder; (2) send a check at no charge to the Primary Cardholder for the remaining balance; or (3) hold the remaining balance in an account (without any obligation to pay interest on the account) until the Primary Cardholder instructs us on how to disburse the remaining balance.

### **XIV. Cellular Phone, E-mail and Text Messages and Alerts.**

A. If you or the Participating Company provides a cellular phone number as part of your Prepaid Card account profile, and if you activate and use your Prepaid Card, you agree to receive text messages, autodialed phone calls and pre-recorded messages from or on behalf of us on your cellular number about your Prepaid Card account. If you or the Participating Company provides an e-mail address as part of your Prepaid Card account profile, by activating and using your Prepaid Card, you expressly consent to receive messages and other information about your Prepaid Card account by e-mail from or on behalf of us at the e-mail address in your Prepaid Card account profile. So long as your Prepaid Card account is active and/or you continue to use your Prepaid Card and you provide a cellular phone number and/or an e-mail address, you agree you cannot opt out of receiving communication regarding your Prepaid Card account other than for marketing purposes.

B. You can sign up for e-mail or cell phone text message alerts (each, an "Alert") to an email address or a domestic cell phone number by calling 866-313-6901 or visiting us online at myWisely.com or myadp.com (if accessible to you) for details and to add this service. Once you sign up for e-mail or cell phone text message Alerts, you agree to receive Alerts regarding your Prepaid Card. You may also send us text messages and receive text message balance inquiries. See the List of Fees for any fees associated with the receipt of Alerts. Standard text messaging rates from your phone service provider may apply if you sign up for this service. You agree to notify us of changes to your electronic address and/or cell phone number to ensure continued delivery of Alerts, and you may delete or change the status of your Alerts. We reserve the right to change the frequency or timing of Alerts from time to time.

C. You are responsible for and must provide all telephone and other equipment, software and services necessary to receive Alerts. You also acknowledge that Alerts will not be encrypted, and you agree to receive Alerts that may include confidential information pertaining to you and your Prepaid Card account(s).

D. You understand and agree that receipt of each Alert may be delayed or prevented by factors affecting your Internet service provider(s), phone operator(s) and such other relevant entities ("Third Party Service Providers"). All matters concerning Third Party Service Providers are solely between you and the Third Party Service Provider. We make no representations or warranties whatsoever with regard to Third Party Service Providers' products and services. We and our affiliates neither guarantee the delivery nor the accuracy of the contents of any Alert. We and our affiliates will not be liable for losses or damages arising from (a) non-delivery, delayed delivery or misdelivery of an Alert; (b) inaccurate content in an Alert; or (c) your use or reliance on the content of any Alert for any purchases or any other reason.

E. Except as otherwise provided in this Agreement or otherwise expressly provided by applicable law or regulation, you agree that neither we nor any party that provides Internet access or equipment used to deliver Alerts, nor any agent, independent contractor or subcontractor of any of the foregoing ("Service Providers") will be liable for any loss, injury or damage, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort, or any other theory of liability, arising in any way out of the enrollment in or use of Alerts or of the Internet access provider used to access the service or of the equipment used to access the service, including, without limitation, any loss, injury, or damage relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to the communication between us, even if we or the Service Providers are aware of the possibility of such events.

### **XV. Other Terms**

A. Your Prepaid Card, Prepaid Card account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement.

- B. You agree that you will not use your Prepaid Card for fraudulent or illegal purposes.
- C. Use of your Prepaid Card and services related to your Prepaid Card is subject to all applicable rules and customs of any clearing house, Network or other association involved in transactions and you agree to comply with such rules and customs.
- D. We do not give up our rights by delaying or failing to exercise them at any time.
- E. If any term of this Agreement is found to be illegal or not enforceable; all other terms will still be in effect and will be interpreted to achieve our original intent.
- F. Unless otherwise provided by law, our liability to you is limited to reimbursement for the face amount of any unauthorized transaction subject to the terms and conditions set forth in this Agreement. We will not be liable for any claims of special, indirect or consequential damages.
- G. To the extent applicable, you consent to receive disclosures and notices in electronic form in connection with the Program and your Prepaid Card. Any notice from us to you shall be deemed to have been given when mailed, actually delivered to you at your notice address or electronically disclosed. Your notice address shall be the address you or the Participating Company provided when you applied for your Prepaid Card unless you have notified us of a substitute notice address or we have otherwise obtained a more recent address for you for our records. However, it is your responsibility to ensure that we have a current address for you in our records and you must tell us when you change your address. Notices to us must be sent to us at the notice address set forth below for errors or questions about your transactions.
- H. Federal law and the rules and regulations applicable to national banks govern this agreement. To the extent federal law is not applicable, the laws of the state of Illinois govern this Agreement. In the event of any conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement will be deemed to be modified to the extent necessary to comply with such law or regulation.
- I. The Program and your Prepaid Card may have now or in the future additional features and functionality not included in this Agreement or the List of Fees. These additional services may have associated terms, conditions and fees. You agree that your utilization of the additional services indicates your acceptance of such terms, conditions and fees.

**XVI. ARBITRATION.** Please read this Arbitration Provision carefully. It affects your rights and will have a substantial impact on how legal claims you and we have against each other are resolved.

**Summary.** Most customer concerns can be resolved quickly and to the customer's satisfaction by calling us at 866-313-6901. In the unlikely event that we are unable to resolve any dispute you may have to your satisfaction (or if we have not been able to resolve a dispute we have with you after attempting to do so) after following the procedures set forth in this provision, you and we each agree to resolve disputes on an individual basis through binding arbitration or small claims court instead of in courts of general jurisdiction.

Arbitration is a form of private dispute resolution in which parties to a contract agree to submit their disputes and potential disputes to a neutral third person for a binding decision, instead of having such dispute(s) decided in a lawsuit, in court, by a judge or jury trial. In the absence of this provision, you and we would retain our right to litigate our disputes in a court, either before a judge or a jury, and/or to participate in a lawsuit filed in court by others (including, but not limited to, a class or other representative action.)

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can generally award the same damages and relief on an individual basis that a court can award to an individual. Any arbitration under this provision will take place on an individual basis; class arbitrations, class actions, private attorney general actions, and non-individualized injunctive relief are not permitted. By agreeing to arbitrate, both parties are waiving the right to a trial by jury or before a judge. For any non-frivolous claim with a value of \$75,000 or less, we will pay the filing, administration and arbitrator fees charged by the American Arbitration Association (also referred to in this provision as the "AAA") in connection with the arbitration. Except as otherwise provided in this Arbitration section, the parties shall bear their own attorney fees and costs. In addition, under certain circumstances (as explained below), we will pay you more than the amount of the arbitrator's award and will pay your reasonable attorney's fees even when you would not be entitled to recover such fees under applicable law in a court proceeding.

**YOU HAVE A RIGHT TO OPT OUT OF THIS ARBITRATION PROVISION AS DISCUSSED BELOW.**

**Special Definition of Certain Terms.** For purposes of this Arbitration Provision only, references to "you," "your," "we," "our," and "us" in this arbitration provision include each party's respective parent companies, subsidiaries, affiliates, agents, employees, officers, directors, predecessors in interest, successors, assigns, and estates as well as all authorized or unauthorized account owners, cardholders, custodians, users, trustees, or beneficiaries of accounts under this agreement or any prior agreements between you and us, as applicable.

**Claims Subject to Arbitration.** We and you agree to arbitrate all disputes, suits, actions, causes of action, and/ or claims between us ("Claims"). This arbitration provision is intended to be broadly interpreted. Claims include, but are not limited to:

- Claims arising out of or relating to your account(s), this agreement, any other agreement related to your accounts, or any transactions arising thereunder, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- Claims that arose before the effective date of this agreement or any predecessor agreement (including, but not limited to, claims relating to advertising, promotions, or disclosures);
- Claims that are currently the subject of putative class action litigation in which you are not a member of a certified class; and
- Claims that may arise after the termination of this agreement.

This agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act (the "FAA"), 9 U.S.C. § 1, et seq., governs the interpretation and enforcement of this Arbitration Provision. **You agree that, by entering this agreement, you and we are each waiving the right to a trial by jury.** This Arbitration Provision will survive the closing of your account and/or the termination of this agreement.

**Availability of Small Claims Court and Government Agencies.** In lieu of arbitration of a Claim, either you or we may bring the Claim in an individual action in a small claims court with jurisdiction. In the event that the small claims court action is removed or appealed to a court of general jurisdiction, you and we agree that the Claim instead shall be resolved in binding arbitration in accordance with this Arbitration Provision.

This Arbitration Provision does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

**Pre-Arbitration Notice of Disputes.** A party who intends to pursue a Claim must first send to the other a notice of dispute (a "Notice of Dispute"). Any Notice of Dispute sent to us should be addressed to: Wisely™ Pay, c/o Wisely, P.O. Box 9008, San Dimas, CA 91773, Attention: Arbitration Unit ("Notice Address"). Any Notice of Dispute that we send to you will be sent to the address in our records that is associated with your account at the time the Notice of Dispute is sent.

The Notice of Dispute must: (a) provide your name, address, telephone number, and account number; (b) describe the nature and basis of the Claim; and (c) set forth the specific monetary and/or nonmonetary relief sought. If we do not reach an agreement to resolve the Claim described in the Notice of Dispute within forty-five (45) days after the Notice of Dispute is received, you or we may commence an arbitration proceeding. If you or we attempt to commence arbitration proceedings before providing the requisite Notice of Dispute, the AAA shall not commence administration of arbitration proceedings for at least forty-five (45) days after the AAA informs the responding party of the request to initiate arbitration. Neither you nor we will disclose to the arbitrator the existence, amount, or terms of any settlement offers made by either party until after the arbitrator issues a final award resolving the Claim.

**Arbitration procedures.** The arbitration will be administered by the AAA under its Consumer Arbitration Rules ("AAA Rules"), as modified by this Arbitration Provision. The AAA Rules are available online at [www.adr.org](http://www.adr.org). In the event that the AAA is unavailable to administer an arbitration, the arbitration will be administered by such other arbitration provider that the parties may select or, if the parties cannot agree, by an arbitration provider selected by the court. This Arbitration Provision governs in the event it conflicts with the applicable AAA arbitration rules.

After complying with the Notice of Dispute procedure described above, either you or we may commence arbitration by sending a Demand for Arbitration to the AAA and a copy to the other party. Demands for Arbitration sent to us should be mailed to the Notice Address - Wisely™ Pay, c/o Wisely, P.O. Box 9008, San Dimas, CA 91773, Attention: Arbitration Unit. A form Demand for Arbitration and filing instructions are available on the AAA's website at [www.adr.org](http://www.adr.org).

A single, neutral arbitrator will decide the substance of all Claims in accordance with all applicable law, including recognized principles of equity and statutes of limitations, and will honor all claims of privilege recognized by law. The arbitrator will be either a lawyer with at least five years of arbitration experience or a retired or former judge, selected in accordance with the applicable rules of the AAA. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator shall have the authority to award to a party any damages or other relief provided for under applicable law.

Under this arbitration provision, arbitrators will not be bound by rulings in prior arbitrations involving different customers but are bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law. All issues are for the arbitrator to decide, except that issues relating to the arbitrability of claims or the scope, and enforceability of this arbitration provision, including the interpretation of the prohibition of class and representative actions and non-individualized relief, are for the court to decide.

Unless both you and we agree otherwise, each party must bring all related or similar individual Claims in a single arbitration proceeding. If you or we later initiate a subsequent arbitration asserting Claims that are related or similar to ones that were raised by such party in a prior arbitration, the AAA or the arbitrator will either: (i) consolidate the subsequent arbitration with the earlier proceeding if it is ongoing or (ii) dismiss the subsequent arbitration if it raises claims that would be barred by applicable law if brought in court.

If the value of the relief sought (either to you or to us) is \$25,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. Otherwise, the type of hearing will be determined by the AAA Rules. You and we may be represented by counsel. Any in-person arbitration hearing will take place within the federal judicial district where the address associated with your account as identified in our records at the time the arbitration is commenced is located or, if that location is inconvenient to you, at some other location that the parties agree is convenient. Regardless of the type of hearing selected, upon the request of either party made prior to the closing of the hearing (or, if there is no oral hearing, prior to or along with submission of final documents to the AAA), the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award, if any, is based. Unless otherwise agreed by you and us, any award will be rendered by the arbitrator not later than fourteen (14) days from the date of the closing of the hearing or, if there is no oral hearing, from the date of the AAA's transmittal of the final statements and proofs to the arbitrator in accordance with the AAA Rules.

**Arbitration Appeal.** The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the AAA within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral AAA arbitrators. Each party shall have the right to designate one member of the panel and the two selected members shall select the third member of the panel. The panel will

consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days has passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

**Arbitration Costs.** We will pay all AAA filing, administration, hearing, and arbitrator fees (“AAA Fees”) for any arbitration that we initiate. We also will pay all AAA Fees for any arbitration that you initiate in which the value of the relief you seek (either to you or us) is \$75,000 or less. If you initiate an arbitration proceeding seeking relief exceeding \$75,000 in value (either to you or us), then the payment of AAA Fees will be governed by the AAA Rules. If, however, the arbitrator finds that either the substance of your Claim or the relief sought in your Claim is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all AAA Fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies previously disbursed by us that are otherwise your obligation to pay under the AAA Rules.

If we are required to pay your filing fee, once we receive notice at the Notice Address above that you’ve commenced arbitration, we will promptly reimburse you for the filing fee. The AAA’s current filing fee is \$200, but is subject to change by the AAA. If you are unable to pay the filing fee, we will pay it directly to the AAA on your behalf upon receiving a written request from you at the Notice Address above.

**Alternative Payment and Attorney’s Fees.** If you complied with the Pre-Arbitration Notice of Dispute procedure above and the arbitrator issues you an award that is greater than the value of our last written settlement offer made before an arbitrator was selected, then we will:

- pay you the amount of the award or \$5,000, whichever is greater (the “alternative payment”); and
- pay your attorney, if any, the amount of attorney’s fees, and reimburse any expenses (including expert witness fees and costs reasonably necessary to prove your claim), that your attorney reasonably incurs for investigating, preparing, and pursuing your claim in arbitration (the “Attorney Payment”).

If we did not make a written offer to settle the Claim(s) before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the Attorney Payment, respectively, if the arbitrator finds in your favor on the merits of your Claim(s). The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, the alternative payment, and the Attorney Payment upon request from either party made within fourteen (14) days of the arbitrator’s ruling on the merits. In assessing whether the arbitrator’s award is greater than the value of our last written settlement offer, the arbitrator will not include in his or her calculations the value of any amount awarded for your attorney’s fees or expenses. If you amend your Claim after an arbitrator is selected to include new or different Claims or to seek greater relief than you disclosed in your Notice of Dispute, the arbitrator will stay further arbitration proceedings for thirty (30) days, during which time we may make a written settlement offer that is deemed to be effective before the date of the arbitrator’s selection for purposes of assessing the availability of the alternative payment and/or Attorney Payment.

The right to the Attorney Payment supplements any right to attorney’s fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorney’s fees or expenses. Although under some laws we may have a right to an award of attorney’s fees and expenses if we prevail in an arbitration, we agree that we will not seek such an award unless you have retained an attorney and your Claim is determined to be frivolous or brought for an improper purpose (as determined by the arbitrator and measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

**Prohibition of Class and Representative Actions and Non-Individualized Relief.** The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party’s individual claim; any injunctive relief must be individualized in nature and cannot affect other account holders. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, CONSOLIDATED PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC.** Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. If a court decides that any part of this Arbitration Provision (other than this paragraph’s prohibitions of class or representative actions, non-individualized injunctive relief, and consolidation) is invalid or unenforceable, the other parts of this Arbitration Provision will still apply. However, if a court decides that this paragraph’s prohibitions of class or representative actions and consolidation is invalid or unenforceable as to a particular claim for relief (or request for a particular remedy), then that claim (or that request for that remedy) must be brought in court, with all other claims (and requests for other remedies) decided in arbitration. You cannot be a class representative, class member or otherwise participate in a class, representative, consolidated, or private attorney general action proceeding without having complied with the Opt-Out requirements directly below.

**Opt Out Procedures.** YOU CAN CHOOSE NOT TO AGREE TO THIS ARBITRATION PROVISION BY OPTING OUT OF ARBITRATION (“opt out”). You may opt out by writing to us at Wisely™ Pay, c/o Wisely, P.O. Box 9008, San Dimas, CA 91773, Attention: Arbitration Unit, within thirty (30) days after the later of: (i) the date that we open your account; or (ii) the Effective Date of this agreement (the “Opt Out Deadline”). The written opt out notice must state that you do not agree to this Arbitration Provision and must be postmarked no later than the Opt Out Deadline. The opt out notice must include your name, address, and account number(s) to which the opt out applies. All owners of the account must sign the written opt out notice for it to be effective. Your decision to opt-out of this arbitration provision will have no adverse effect on your relationship with us. Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your Claims in arbitration or small claims court.

This is the only way you can opt out of this Arbitration Provision. If you opt out of this Arbitration Provision, all other parts of this agreement will continue to apply to your account(s). Opting out of this Arbitration Provision has no effect on any previous, other, or future arbitration agreements that you may have with us.

**Future Changes to the Arbitration Provision.** Notwithstanding any provision in this agreement to the contrary, we agree that if we make any future change to this Arbitration Provision (other than a change to the Notice Address or telephone number provided herein), that change will not apply to any Claim of which we had written notice on the effective date of the change. Moreover, if we remove the Arbitration Provision from this agreement, any such removal will not be effective until at least thirty (30) days after written notice of such removal is provided to you and shall not be effective as to Claims which arose prior to the date of removal.

**Other Remedies.** This Arbitration Provision and the exercise of any of the rights you and we have under it will not prohibit you or us from exercising any lawful rights either you or we have to use other remedies available to preserve, foreclose or obtain possession of real or personal property or exercise self-help remedies, including setoff rights as described in this agreement.

## **XVII. Loss, Theft or Unauthorized Use**

You are responsible for all authorized uses of your Prepaid Card. Tell us AT ONCE if you believe your Prepaid Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Prepaid Card. Telephoning is the best way to keep your possible losses down. You could lose all the money in your Prepaid Card account. For Visa Prepaid Cards, under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Prepaid Card account is \$0.00 if you notify us within two (2) business days and you are not grossly negligent or fraudulent in the handling of your card. If you tell us within 2 business days after you learn of the loss or theft of your Prepaid Card or PIN, you can lose no more than \$50 if someone used your Prepaid Card or PIN without your permission. For Mastercard Prepaid Cards, you will not be liable for any unauthorized transactions using your MasterCard®-branded debit card, when used for point-of-sale transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss to us.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Prepaid Card or PIN, and we can prove we could have stopped someone from using your Prepaid Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your account activity shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the earlier of the date you electronically accessed your account, if the transaction in question could be viewed in your electronic history, or the date we sent the FIRST written history or FIRST statement (in the event you receive periodic statements) on which the transaction appeared, 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 as determined by us (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe that the Prepaid Card or PIN has been lost or stolen or that someone has transferred or may transfer money from the Prepaid Card account without your permission, call Cardholder Services at 866-313-6901 or write to us at:

Wisely™ Pay  
c/o Wisely  
P.O. Box 9008  
San Dimas, CA 91773  
Attention: Cardholder Services

If you report the Prepaid Card or PIN as lost or stolen, we may close the Prepaid Card account and transfer any balance you have to a new account in an attempt to prevent further losses.

For purposes of this Agreement, our business days are Monday through Friday. Holidays are not included.

## **XVIII. Preauthorized Payments**

A. If you have regular recurring payments out of your account and wish to stop them, please contact the merchant or bill pay provider (as applicable) with whom you have set up this payment arrangement and request these payments to stop. If the merchant is not responsive to your request, call us at 866-313-6901, which is the toll-free phone number located on the back of your Prepaid Card, or write us at the following address in time for us to receive your request three business days or more before 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:

Wisely™ Pay  
c/o Wisely  
P.O. Box 9008  
San Dimas, CA 91773  
Attention: Cardholder Services

B. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

C. If you intend to use the Prepaid Card account for recurring transactions or preauthorized point-of-sale payments, you should be certain to monitor the Prepaid Card balance to make sure it is sufficient to cover the transactions. Because your Prepaid Card is prepaid and does not carry a credit line, a merchant that you have authorized to submit recurring transactions may suspend or cancel your service if the Prepaid Card does not have enough value when the recurring transaction is submitted. We are not responsible for any authorized, recurring transaction that we receive from a merchant, and we are not responsible for the cancellation of any merchant services or any fees that you incur as a result of a preauthorized or recurring transaction for which the Prepaid Card has an insufficient balance to pay for the transaction when it is scheduled to occur.

#### **XIX. Disclosure of Card Information to Third Parties**

You will receive a copy of our policy and practices with respect to your personal information (the "Privacy Policy") when you open your Prepaid Card account and you will receive or will be notified in accordance with applicable law where you may obtain, such a copy at least once each year thereafter. You may review our Privacy Policy at [myWisely.com](http://myWisely.com) or [myadp.com](http://myadp.com) (if accessible to you) or we will mail you a free copy upon request if you call us at 866-313-6901, which is the toll-free phone number located on the back of your Prepaid Card. Our Privacy Policy describes how we collect, protect and use your confidential financial and other information and the circumstances in which we share your information with affiliates and with unaffiliated third parties, including service providers and the Participating Company.

In addition, we may disclose information to third parties (including the Participating Company) about you, Secondary Cardholders, your Prepaid Card account, fund loads or the transfers to or from your Prepaid Card account:

- (i) Where it is necessary for completing transfers to or from your Prepaid Card account; or
- (ii) In order to verify the existence and condition of your account for a third party; or
- (iii) In connection with disputes; or
- (iv) In connection with verifying transactions and fund loads; or
- (v) In connection with inquiries or investigations of possible or actual fraudulent activities related to the Prepaid Card account or use of the Prepaid Card; or
- (vi) In order to comply with government agency, court orders or other legal process; or
- (vii) As may be required by the card networks; or
- (viii) If you give us your written permission.

You also authorize us to disclose to and share information about you with others except as prohibited by law.

#### **XX. Inquiries Regarding Cardholder**

We may make, and you consent to us making, any inquiries that we consider appropriate to help determine whether we should open, maintain, or close your Prepaid Card account, issue or close a Secondary Card or enable additional features, such as the ability to reload cash to your account. This may include verification of identity and employment and credit reports or other reports from account information services and credit reporting agencies; provided, you will not be subject to a credit report in order to open your Prepaid Card account.

#### **XXI. Loading Funds to Your Prepaid Card Account through Reload Networks or Systems**

You may have the ability to load funds to your Prepaid Card account through cash reload network systems, including retail reload networks, electronic check cashing systems, original credit transactions or other payment system, we may enable from time to time ("Alternative Loads"). There may be minimum and maximum requirements as to the amount of funds and maximum requirements as to the number of times you may load funds to your Prepaid Card account through Alternative Loads. To the extent these features are available for your Prepaid Card, we may make, and you consent to us making, any inquiries that we consider appropriate to help determine the source of funds you load to your Prepaid Card. You can find out more information about these features by visiting [myWisely.com](http://myWisely.com) or [myadp.com](http://myadp.com) (if accessible to you) or by calling Cardholder Services at 866-313-6901, which is the toll-free phone number located on the back of your Prepaid Card, and you may need to pass an additional verification process in order to use any of these features. We may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice.

#### **XXII. Unclaimed Property.**

If you have activated your Prepaid Card and received an available balance and do not use your Prepaid Card (including loading to or withdrawing funds from the Prepaid Card or making a balance inquiry) applicable law may require us to report the remaining balance on the Prepaid Card as unclaimed property and deliver any unused funds on your Prepaid Card to the state as unclaimed property. You may then contact the state to reclaim any such funds that we have remitted to the state on your behalf. Fifth Third Bank, National Association is not responsible for any wages or funds that are not received by Bank in the Cardholder Pooled Account.

#### **XXIII. Information About Your Right to Dispute Errors in Your Prepaid Card account.**

A. In case of errors or questions about your Wisely Card account, telephone us at 866-313-6901 or write to us at:

Wisely™ Pay  
c/o Wisely  
P.O. Box 9008

San Dimas, CA 91773  
Attention: Cardholder Services

as soon as you can, if you think an error has occurred in your Wisely Card account. We must allow you to report an error until 60 days after the earlier of the date you electronically accessed your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history or FIRST statement (in the event you have elected to receive periodic statements) on which the error appeared. You may request a written history of your transactions at any time by calling us at 866-313-6901 or writing us at:

Wisely™ Pay  
c/o Wisely  
P.O. Box 9008  
San Dimas, CA 91773  
Attention: Cardholder Services

B. You will need to tell us:

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

C. If you tell us orally, we will require that you send us your complaint or question in writing within 10 business days.

D. 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 your Wisely Card account within 10 business days for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Wisely Card account. This means these funds will not be available for your use.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions (that is, a transaction that was initiated other than in any state, territory or possession of the United States, the District of Columbia, the Commonwealth of Puerto Rico or any political subdivision of any of the above), we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three 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.

If you need more information regarding our error-resolution procedures, call us at 866-313-6901.

### **CONSUMER COMPLAINTS**

If you have a complaint, first contact us at 866-313-6901. If you still have an unresolved complaint regarding this product or service, please direct your complaint to the appropriate agency.

The Wisely Card is issued by the Fifth Third Bank, National Association, member FDIC. The Consumer Financial Protection Bureau is the federal governmental entity responsible for the regulation and oversight of Fifth Third Bank, National Association and may be contacted at:

Consumer Financial Protection Bureau  
P.O. Box 4503  
Iowa City, Iowa 52244  
Phone: (855) 411-CFPB (2372)  
TTY/TDD (855) 729-CFPB (2372)  
Fax: (855) 237-2392  
Hours: 8 a.m. – 8 p.m. Eastern, Monday – Friday  
[www.consumerfinance.gov](http://www.consumerfinance.gov)

### **Visa Prepaid Clearinghouse Service**

Visa Prepaid Clearinghouse Service (PCS) is a centralized, national repository of prepaid information that helps issuers manage fraud on their prepaid portfolios. It collects data across the U.S. prepaid industry from both Visa and non-Visa issuers including, but not limited to, enrollment information (including your name, date of birth, address, phone number, government identification, e-mail address and card account number), fraud, load/reload activity and unauthorized payment transaction activity. PCS provides issuers with information they can use as part of their "Know Your Customer (KYC)" activities to help validate new enrollments as well as for fraud purposes. Reporting into PCS is mandatory and all Visa issuers are required to report prepaid information to Visa.

You may contact the Visa PCS Customer Service Department to inquire about the information contained within PCS about you, to dispute certain information included in a customer service report about you and to place a fraud alert within PCS in certain circumstance (for instance, if you provide evidence you were a victim of fraud). Visa's Customer Service Department may be contacted at:

Visa Prepaid Clearinghouse Service Customer Service Department  
5005 Rockside Road, Suite 600-27

4/26/2021

CARDHOLDER AGREEMENT FOR WISELY™ PAY PREPAID CARD /

Independence, OH 44131  
Phone: (844) 263-2111  
Facsimile: (844) 432-3609

PCS Customer Service Department's business hours are Monday – Friday, 9:00 AM – 5:00 PM Eastern Time.

This Card is issued by  
Fifth Third Bank, National Association.  
38 Fountain Square Plaza, Cincinnati, OH 45263

CARDHOLDER AGREEMENT FOR  
WISELY™ PAY PREPAID CARD

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