

## Evolve Bank & Trust Electronic Communication Consent

Effective Date: 03/20/2023

We want to provide you with communications electronically. Certain laws and regulations require us to provide communications to you “in writing,” which means you may be entitled to receive the information on paper. The E-SIGN Act allows us to provide you communications electronically and to conduct transactions with you electronically, with your consent.

Please read this Evolve Bank & Trust Electronic Communication Consent (the “Consent”) carefully prior to providing us with your consent. This Consent describes how we deliver and receive communications to and from you electronically and asks you to consent to use electronic records and signatures in our relationship with you. If you do not agree to this Consent or you later withdraw your consent provided herein, you may not be able to continue to use our services.

### Definitions

“**We**”, “**us**”, and “**our**” means Evolve Bank & Trust, its current or future affiliated companies, agents, assignees and service providers.

“**You**” and “**your**” mean each applicant, account owner and anyone else with access to the account. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.

“**Communication**” means each application, agreement, disclosure, notice, fee schedule, response to claims, statement, privacy policy, record, document and other information related to your account or to any Product, or that you sign, submit or agree to at our request.

“**Product**” means each and every account, product or service we offer or will offer.

The words “include” and “including,” when used at the beginning of a list of one or more items, indicates that the list contains examples and is not exclusive or exhaustive, and the items in the list are only illustrations.

### Scope of Communications to be Provided in Electronic Form.

This Consent applies to all Communications and Products. By applying for or using a Product, you agree that any Communications will be provided in electronic format, to the extent allowed by law, and that paper Communications will not be sent. Your consent to receive electronic Communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the Product;
- The Account Terms, including any amendments thereto, and any and all agreements by and between you and us that relate to a Product;
- Privacy policies and notices;
- Responses to claims filed in connection with a Product;
- Statements; and
- All other communications between us and your concerning the Product and any related transactions, products or services.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

We reserve the right, at our sole discretion, to discontinue the provision of electronic Communications, or to terminate or change the terms and conditions upon which electronic Communications are provided. We will provide you with notice of any such termination or change as required by law.

### Method of Providing Communications in Electronic Form.

All Communications that we provide in electronic form will be provided either (1) by e-mail or (2) by access to a website designated in an email notice from us, (3) through any mobile application we may make available, (4) to the extent permitted by law, by access to a website generally designated in advance for such purpose, or (5) in the manner specified in any other agreement we or our affiliates have with you.

If you seek to obtain a new product, service or account with us, we may remind you that you have already consented to receiving electronic Communications and using electronic signatures in your relationship with us.

Continuing to use our Products after receiving updates to our system requirements signifies your acceptance of the change and reaffirmation of your consent.

## **Keeping your Records Current.**

It is your responsibility to provide us with a true, accurate and complete e-mail address, street address, and other information related to this Consent and a Product, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) by contacting us at [tcsupport@cliq.com](mailto:tcsupport@cliq.com). We are not responsible for any delay or failure in the receipt of the Communications if we send the Communications to the last e-mail address you provided to us.

## **System Requirements for Accessing Communications.**

In order to access, view, and retain electronic Communications that we make available, you must have:

- A computer or mobile device capable of running a modern version of the following compatible browsers. A modern version of a browser means one that is being actively updated by its developers. To learn more about modern browsers, please visit <https://updatemybrowser.org/>:
  - o Internet Explorer
  - o Firefox
  - o Safari
  - o Chrome
  - o Edge
  - o Opera
- Access to an active e-mail account with an email service provider

We may update these requirements as necessary to preserve the ability to receive electronic Communications. If there is a substantial change in these requirements, you will be notified as required by law.

## **Requesting Paper Copies.**

We will not send paper copies of any Communication; however, we reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically. You can obtain a paper copy of an electronic Communication by printing it or by requesting that we mail a paper copy. To request a paper copy, call us at 833-947-1701 during normal business hours, except for national holidays. There may be a fee associated with the request for the delivery of paper copies of any Communication provided electronically pursuant to this Consent.

## **Communications in Writing.**

All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download a copy of this Consent and any other Communications for your records.

## **Withdrawing Your Consent**

You can withdraw your consent to receive Communications electronically at any time. Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it. To withdraw your consent to receive Communications electronically, you must contact us by e-mailing at [tcsupport@cliq.com](mailto:tcsupport@cliq.com).

If you withdraw consent, your access to all Products will be terminated and any account you have with us will be closed and funds will be returned to you in accordance with the account agreement. If you withdraw consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

## **Consent**

By applying for or using a Product or by checking any call to action (including "I Agree" or similar language), you give us affirmative consent to receive electronic Communications as described herein.

By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review electronic Communications, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your Products.

## Cardholder Agreement

### PLEASE READ THE TERMS OF THIS CARDHOLDER AGREEMENT CAREFULLY AND KEEP IT FOR YOUR RECORDS

#### **THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (INCLUDING A CLASS ACTION ARBITRATION WAIVER). IT IS IMPORTANT THAT YOU READ THE ENTIRE ARBITRATION AND WAIVER OF JURY TRIAL SECTION CAREFULLY.**

This Cardholder Agreement, including all attached and referenced fee schedules (collectively, the “Agreement”) sets forth the terms and conditions of your Payroll Card (the “Card”), which has been issued to you by Evolve Bank & Trust (the “Bank”). The Bank has retained Cliq, Inc. dba Cliq to provide certain services on the Bank’s behalf (“Cliq” or the “Servicer”).

Anti-Money Laundering Notice. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you apply for a Card, we may ask for your name, address, date of birth, social security number or country identification number, and other information that will allow us to identify you. We also may ask to see your driver’s license or other documentation bearing your photo as verification of your identity.

Definitions. “Account” means the custodial sub-account we maintain on your behalf to account for the value of your Card balance on deposit with the Bank and record transactions made using your Card or by other means authorized by this Agreement. “You” and “your” means the person or persons who have received the Card and who are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” means the Bank, and its successors, affiliates, assignees, and our third-party service providers, including Servicer. “Business days” are Monday through Friday, excluding federal holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open. “Card Number” means the 16-digit number embossed on your Card. “Authorized user” means any person you allow to use the Card or in whose name we issue an additional Card at the request of the Card owner (i.e., the person who the Card is issued and owns the funds in the Account) (the “Card owner”). “Payor” means the person or entity that will make payroll-related payments to you through your Card. The Payor may be your employer or any other person or entity that arranges with us to make these payments through your Card. A “Portable” card refers to any card that can be loaded via means other than payroll deposits from your Payor.

Contacting Us. As described in this Agreement, you can contact Servicer through the Servicer’s mobile application, by sending an email to [customerservice@cliq.com](mailto:customerservice@cliq.com) or by calling the customer service telephone number toll free 833-947-1701 or the toll-free telephone number on the back of your Card. Please keep for future reference the customer service telephone number or the toll-free telephone number on the back of your Card in case the Card is lost, stolen or destroyed. From time to time the Servicer may monitor and/or record telephone calls between you and us or the Servicer to assure the customer service quality or as required by applicable law.

Agreement to Terms. By activating or using your Card, you agree to be bound by and to comply with the terms of this Agreement. If you do not agree to the terms of this Agreement or do not want to use the Card, please destroy the Card at once by cutting it in half and call us at 833-947-1701 to cancel your Account and Card. Please read this Agreement carefully and keep it for future reference. This Agreement is provided to you in electronic format pursuant to the e-Signature and Electronic Disclosure Agreement that you accepted and agreed to in connection with your Card or Account application or when signing up for Servicer’s services. By applying for or activating or using your Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a jurisdiction where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States (“U.S.”) or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); and (iv) all information you have provided to us is true, accurate and complete. You can update information (such as your phone number or e-mail address) through [prepaid.cliq.com](https://prepaid.cliq.com) or by calling the Servicer at 833-947-1701. You may be required to submit this request in writing before a change is effective. You agree that any notice or communication sent by us or by the Servicer to the email, physical address or telephone number noted in our records shall be effective until we receive notice from you with your updated information and have had a reasonable amount of time to act upon your notice. If you falsify, misrepresent, or fail to provide requested information, we may cancel your Card and Account. In addition, funds tied to suspected illicit or illegal activity may be subject to both internal and potentially federal investigation. We reserve the right to restrict or delay your access to any such funds, subject to applicable law. We may share any of the information collected and any results of any investigation with the Servicer.

The Card is offered to you through the Payor. The Payor is not the issuer of the Card and is not responsible for your Card or for your use of the Card.

**I. The Card.** The Card is a payroll card Account established through a Payor. Fund transfers of your wages, salary or other compensation (“Compensation”) are to be made on a reoccurring basis, as determined solely by the Payor. At such time as the Payor transfers Compensation to your Card and such transfer is successfully loaded to your Account by us, you become the owner of the funds transferred, and at that time, the funds transferred become a deposit insured by the Federal Deposit Insurance Corporation (“FDIC”), subject to the limitations and requirements of the FDIC and the Bank, including registering your Card with the Bank and providing Bank all information requested by Bank to verify your identity. The Card allows you to access funds loaded or deposited to your Account. You or your Authorized User may access the funds in your Account by using your Card or Card Number.

**II.** Funds may be added to your Account, which is called “loading.” In the case of physically issued Cards or “Portable” Cards, loading can be completed by you or by the Payor. (Please see Paragraph III below if your Card is designated “Non-Portable” or if your Card is to be loaded by Payor). Portable cardholders can load funds onto the Card via our website, [prepaid.cliq.com](https://prepaid.cliq.com), our mobile app, or by participating deposit networks that accept deposits meant for your Card (e.g., participating MoneyPass ATMs). Loads may also be made by card-to-Card transfer where

permitted. Please see our Fee Schedule for further details on fees for any such loads or contact us via 833-947-1701 or [customerservice@cliq.com](mailto:customerservice@cliq.com). By requesting a transfer to your Card using your card, you represent that you are the owner of such card and, if there are additional owners, you are authorized by them to withdraw funds and take all other actions required or permitted to initiate any transfer requested. We reserve the right to accept or reject any request to load value to your Account in our sole discretion. Loads may only be made by the means set forth in this section or as otherwise made available by us. The Account may only be loaded with funds owned or otherwise owed to you. There may be a fee imposed by the originating bank or retailer for a load transaction and are subject to appropriate anti-fraud verification. Certain delays may be required to assure funds are available for loads prior to crediting to your Account and making funds available to you. Once the funds are available and posted to your Account, you can withdraw funds in cash, or we will use the funds to pay your transactions on your Account. Funds are generally posted to your Account one business day after we receive such funds. However, deposits made at nonproprietary ATMs by cash may not be made available for up to five business days following the business day on which the funds are deposited. All loads must be made in U.S. dollars. Loads on your Account cannot be made by check or money order. The maximum deposit or load amount is set forth on our Fee Schedule. You agree to present the Card and meet identification requirements to complete deposit transactions as may be required from time to time. Deposit locations may have their own deposit limits that may be less than our allowable amount. Deposit locations also may assess a fee to deposit funds to your Account. You also may direct deposit funds to your Account by providing the Bank’s routing number and your assigned Account to your employer or other direct deposit payor; provided, however, you first notify Servicer and Bank and obtain our approval in all cases other than those deposits involving Payor. You may transfer funds to your Account from an eligible checking or savings account held by you at a U.S. financial institution by means of an Automated Clearing House (“ACH”) transaction. By requesting such a transfer, you represent that you are the owner of such bank account and, if there are additional owners, you are authorized by them to withdraw or add funds and take all other actions required or permitted by this Agreement. When you provide us with your bank account information, we may verify your authority and/or access to the bank account you identify. There is a fee for loading funds to your Account via ACH transfer (see our Fee Schedule).

**III.** If your Card is designated as “Non-Portable” or is issued as a virtual Card or if funds are to be loaded on your Card by Payor, then in order to obtain funds on a Card, you must have previously made arrangements with a Payor. This allows you to receive all or a portion of the payments owed to you by the Payor by means of funds loaded onto the Card. The Payor is responsible for instructing us to load the amount of funds designated and delivered to us by the Payor on the Card each pay period or as otherwise agreed. Once the payroll funds are loaded onto the Card, those funds belong to you (subject to reversal by Bank and the Payor in accordance with this Agreement), and you and any Authorized User may use the Card for the types of transactions described herein. Assuming the Payor has provided the required funds and instructions, these funds are available for withdrawal by your or any Authorized User as provided in this Agreement by the later of our opening of business on the day you are schedule to receive the funds from the Payor and our opening of business on the day we receive the funds from the Payor. If the day you are scheduled to receive the funds from the Payor or the day we receive the funds from the Payor, as applicable, is not a business day for us, the funds will be available by the opening of business on the next business day we are open. . By way of example, it may take at least 1-2 pay periods for the Payor to setup direct deposit and begin loading funds onto your Card. However, our policy is to make payroll funds deposited by the Payor into your Account available to you on the date set by the Payor or the day we actually receive the Payor’s deposit, whichever is later. If the Payor fails to provide us with either the payroll funds to be deposited, or correct instructions for depositing those funds into your Account (or both) by the deadlines provided in our agreement with the Payor, the availability of those funds will be delayed until we receive both the funds and the correct instructions. **THERE IS NO OTHER WAY TO ADD FUNDS TO A “NON-PORTABLE” CARD EXCEPT VIA PAYROLL-RELATED DISBURSEMENTS SENT BY A PAYOR. IF YOU WISH TO LOAD FUNDS VIA SOME OTHER METHOD, PLEASE CONTACT US TO INQUIRE ABOUT OBTAINING A “PORTABLE” CARD FROM THE PAYOR.**

**IV.** The Card is neither a credit card (i.e., there is no credit line associated with your Card) nor a gift card and is not intended for gifting purposes. You will not receive any interest on your funds on the Card or in the Account. The Card has no minimum balance requirements. The funds in your Account will not expire, regardless of the expiration date on the front of your Card. Subject to applicable law, you may use the Card only through its expiration date, which is stated on the front of the Card. If you attempt to use the Card or if funds are added to your Account after the expiration date, the transactions may not be processed. If there is a balance remaining in your Account upon expiration, a new Card may be issued to you. You must activate any newly issued Card in order to access the funds in your Account. If we do not choose to issue a new Card to you or if we cancel your Account for any reason, we will attempt to refund to you the balance remaining in your Account less any amounts owed to us (e.g., fees and charges). Your Account does not constitute a checking or savings account and is not connected in any way to any other account you may have with us. The Card will remain the property of the Bank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice, subject to applicable law.

**V.** You agree that the Card will be used primarily for personal, family and household purposes only and not for business use. You may not use the Card for illegal gambling or any other illegal transaction. We reserve the right to cancel, close or restrict use of the Card and Account, including by refusing the processing of any transaction, if we believe you have violated this Agreement or any applicable law.

**VI.** You must activate the Card and complete the activation process, including setting a Personal Identification Number (“PIN”), before it may be used. To activate your Card, login to [prepaid.cliq.com](https://prepaid.cliq.com) or call 833-947-1701 and follow the instructions provided. You should memorize your PIN and not write down your PIN or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise the Bank and Servicer

immediately, following the procedures in the section titled Your Liability for Unauthorized Transactions below. You may need to provide personal information in order for your identity to be verified and for completion of the activation process. You agree to sign the back of the Card immediately upon receipt. Although no credit history is required to obtain a Card, you authorize us to obtain information about you from time to time from credit reporting agencies, your employers and other third parties for our internal processes.

**VII.** Fees. The fees relating to the use (including misuse) of your Card or Account are set forth in this Agreement and the attached Fee Schedule (the “Fees”) which is incorporated herein by reference and made part of this Agreement. Fees incurred pursuant to the terms of this Agreement will be withdrawn from your Account at the time a fee or charge is incurred and will be assessed even if there is no remaining balance in your Account, unless prohibited by law. You agree to pay all Fees associated with the Card. We may from time to time amend the Fees, at our sole discretion, as set forth in this Agreement and in accordance with law. If you request a service that is not included in our Fee Schedule and there is a fee for such service, such fee will be disclosed at the time you request the service and you agree that any such fee may be deducted from your Account.

**VIII.** Authorized Users. You are responsible for all authorized transactions initiated and fees incurred by use of the Card. If you permit another person to have access to the Card or Account, this will be treated as if you authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement. You may request an additional Card (“Additional Card”) for your use or use by another person who is an authorized user. Each Additional Card is also considered a “Card” for purposes of this Agreement. Fees for Additional Cards vary according to the state in which you live and work. Please see our Fee Schedule for further information. Authorized user(s) must be over the age of 18. You must notify us to revoke permission for any person(s) you previously authorized to use the Card(s). You are liable for all transactions made with the Card(s) or Card Number(s) by your authorized user(s). You are the Card owner and are responsible for all transactions and fees incurred by you or any authorized user(s). You are wholly responsible for the use of each Card according to the terms of this Agreement. Additional Card(s) may only be loaded by the Payor or (for Portable Cards) the Card owner. Funds cannot be loaded to Additional Cards from any other source. Daily purchase and cash access limits are applied on aggregate across all Cards. To cancel an Additional Card, call the toll-free number on the back of your Card or customer service at 833-947-1701 and you must follow-up not later than ten (10) business days with the written notification to revoke (cancel) permission for any person you previously authorized to use your Card or an Additional Card. Until we have received your written notice of such a revocation (cancellation) and have had a reasonable time to act upon the written notification of cancellation, you are responsible for all transactions and fees incurred by you or any authorized user. If you tell us to revoke (cancel) another person’s use of your Card or Additional Card, we may revoke (cancel) your Card and the Bank will issue a new Card with a different Card number and/or account number. You are wholly responsible for the use of each Card according to the terms of this Agreement, subject to the section titled Your Liability for Unauthorized Transactions below, and applicable laws.

**IX.** Role of Payor. The Payor is responsible for providing instructions and transferred funds to us to load into your Account. These funds will be transferred by Payor to Bank and loaded into your Account by Bank according to the schedule agreed to by the Payor and us. We have no obligation to you or any authorized user in the event the Payor delays in providing or fails to provide instructions, correct instructions or funds to fund your Account. The Payor retains the right to deduct funds from your Account in order to correct an error or over-payment to you or for any other reasons. You hereby authorize Bank to accept instructions from the Payor to add or deduct funds from your Account, and, in the case of a deduction, to return those funds to the Payor. If you have a dispute with the Payor about the amount of the payments that the Payor owes to you, or the amount that the Payor has instructed Bank to load onto or deduct from your Account, you agree not to involve us in that dispute and to resolve that dispute solely with the Payor.

**X.** Using the Card and Account and Limits. Subject to the limitations set forth in this Agreement, you may use your Card and Account, as applicable, to access funds in your Account, including to purchase goods or services wherever your Card is honored as long as you do not exceed the value available in your Account and aggregate purchases do not exceed the applicable limits set forth in our Fee Schedule. There may be Fees associated with some of these transactions. For fee information, please see our Fee Schedule. Each time you use your Card or Card Number purchase goods or services, obtain cash or initiate another type of funds transfer authorized by this Agreement, you authorize us to reduce the available balance in your Account by the amount of the transaction plus applicable fees, if any. You may also access funds available on the Card at any Bank or Bank branch displaying the payment network logo(s) matching those listed on your Card. You agree that you will: (i) not use your Card at gambling websites or to purchase illegal goods or services; (ii) promptly notify us of any loss or theft of your Card; (iii) promptly notify us of the loss, theft, or unauthorized disclosure of your PIN or any access information used to access your Account information or Card funds; and (iv) use the Card only as permitted by us. The Card may not be accepted by certain merchants whose goods or services are not legal for minors. We may refuse to process any transaction that we believe violates the terms of this Agreement. If you do not have sufficient funds in your Account, debits to your Account may be declined and your payment will not be processed.

With your PIN, the Card may be used to obtain cash at any Automated Teller Machine (“ATM”) in the U.S. displaying the Maestro, NYCE, or MoneyPass acceptance marks, subject to your applicable daily cash withdrawal limit set forth in Appendix 2. The Card cannot be used at international ATMs without prior notice. Fees may apply (see our Fee Schedule for details). ATM owner-operators may impose their own fees and lower limits on cash withdrawals. MoneyPass® ATMs do not charge a fee for withdrawing cash. If you visit a MoneyPass ATM and are charged a fee, please contact Customer Service at 833-947-1707. When calling, please provide the date and time of your visit, the ATM location, and the amount you withdrew (or attempted to withdraw). Please also note the fee amount the ATM was charging for the MoneyPass withdrawal. All ATM

transactions are treated as cash withdrawal transactions and subject to your daily cash withdrawal limit. If at the end of any pay period you wish to withdraw your entire paycheck amount, you may do so without any additional charges from us. However, if your entire paycheck amount exceeds the assigned Daily Transaction Limit listed on our Fee Schedule, we ask that you use the “At a Teller Window” option instead of an ATM. Also, be advised that banks may charge their own fee for non-customer withdrawals. We strongly suggest that you consult the fee schedule at the financial institution(s) you wish to withdraw from prior to undertaking any transaction. Please contact us at 833-947-1701 or [customerservice@cliq.com](mailto:customerservice@cliq.com) if you require further details.

You may use your PIN at any Point of Sale (“POS”) device, as permitted by a merchant that bears the acceptance marks of the payment network associated with your Card (e.g., Mastercard or VISA), and are subject to your daily purchase limit. Some states require us to waive POS fees for payroll cards. Please see our Fee Schedule for further information. Each time you use the Card, you authorize the Bank to reduce the value available in your Account balance by the amount of the transaction and any applicable fees.

**XI.** Foreign Transactions. The Card may be used to conduct international transactions if the merchant accepts the payment network associated with your Card (e.g., Mastercard or VISA) or any other logo on the Card. All debits to your Account will be posted in U.S. dollars. Transactions made in a foreign currency are converted into U.S. dollar amounts by said payment network using its then-current currency conversion procedure and rate(s). The currency conversion rate(s) used on the processing date may differ from the rate(s) in effect on the transaction date or periodic statement posting date. Foreign transactions are subject to foreign transaction fees, as set forth in our Fee Schedule, and will be included in the amount charged to your Account.

**XII.** Card Not Present Transactions. If you initiate a transaction without presenting your Card (such as for a mail order, Internet or telephone purchase), the legal effect will be the same as if you used the Card itself. For security reasons, the amount or number of such transactions you may make may be limited. For mail order, telephone, Internet or other card-not-present purchases, merchants may choose to route a transaction through as a PIN or signature purchase. In these circumstances, we recommend that you ask the merchant whether your transaction will be routed as a PIN or signature transaction, to the extent we assess different fees for PIN and signature purchase transactions.

**XIII.** Limits. The total amount of purchases, transfers, reloads and cash withdrawals (including withdrawals inside a bank office) that you can perform in any single day or over any other period is limited to the amounts set forth in our Fee Schedule. For security reasons, you may be further limited as to the number or dollar amount of transactions you can make with your Card. We may, at our discretion, modify the limits from time to time. You will be notified of any change in the manner provided by applicable law prior to the effective date. Card limits are subject to periodic review and may be changed based on your Account history, activity, and other factors, including but not limited to your Card activity. We retain sole discretion to apply and change limits.

**XIV.** Split Transactions. If you do not have sufficient funds in your Account, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called “split transactions.” Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash. If you fail to inform the merchant that you would like to complete a split transaction before swiping your Card, your Card is likely to be declined. If a merchant attempts to process a transaction for more than the value available in your Account, or if the transaction will cause the purchase limit we have established to be exceeded, then the transaction will be declined. Unusual or multiple purchases may prompt a merchant inquiry or card suspension to allow us to investigate such unusual activity.

**XVI.** Authorization Holds. When you use your Card to purchase goods or services or to make a cash back withdrawal transaction, the merchant may attempt to obtain a preauthorization for the transaction. If the merchant makes such a request, a “hold” is placed on your Account balance for the amount of the preauthorization request (which may vary in some cases from the amount of the actual purchase, depending on the merchant or purchase type), until the merchant sends the final payment amount of your purchase, or for up to sixty (60) days, even if you fail to make the purchase. During the hold period, you may not have access to the preauthorized amount in your Account. We will not be responsible if any transactions are not completed because of the hold. If the preauthorization request varies from the amount of the actual transaction, the latter amount will be debited from your Account, even if this results in your balance becoming negative. You remain responsible for any negative balances in your Account. If you use the Card at an automated fuel dispenser (“pay at the pump”), the transaction may be preauthorized for an amount up to \$125.00. If the Card is declined, but you have sufficient funds available in your Account, you should use the Card to pay for the purchase inside with the cashier. If you use the Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% to ensure there are sufficient funds available to cover tips or incidental expenses incurred. You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card.

**XVII.** Text Message Service. You may be able to request the Servicer or Bank to send certain messages to you (for example, account alerts) via SMS text message. To do so, you must first register for this service at [prepaid.cliq.com](http://prepaid.cliq.com) as part of your registration. You can view the terms and conditions for this service at the above website. SMS text functionality will depend on your phone, your data package, and your plan. If you sign up for the text message service, you agree to pay (without reimbursement from us) any fees or charges you may incur for any text messages you receive from us or from the Servicer. In addition, we will not be liable for any messages that you do not receive or experience a delay in receiving. For more information about applicable carrier charges, please contact your phone carrier.

**XVIII.** Non-Personalized Cards. If your payroll Card is a non-personalized card (i.e., your name does NOT appear on the front), your Card is considered an “Instant Issue” Card. Upon activation, you can request (at your own expense) a new payroll Card bearing your name and a new card number by calling 833-947-1701 or by visiting [prepaid.cliq.com](http://prepaid.cliq.com). Please see our Fee Schedule for

more information on the charges that may apply. Once you receive your new Card bearing your name and activate it, your prior non-personalized Card will be cancelled and any remaining funds in your account will be accessible through your personalized Card. However, if you fail to activate your new personalized Card within ninety (90) calendar days, we will assume you no longer wish to have a Card in any form (personalized or Instant Issue) and will cancel all active Cards. If this happens, we will turn over any unused funds in compliance with applicable escheatment or unclaimed property laws. (Note: Instant Issue cards are also registered for FDIC and error-resolution purposes.)

**XIX.** Obligation for Negative Balances. You acknowledge and agree that the value available in your Account is limited to the funds that have been loaded to your Account in accordance with the terms of this Agreement. You acknowledge that Account balances and available funds reported on the Servicer’s mobile application are only approximations of real time balances and available funds rather than the settled balances or funds in your Account. A reported balance may not take into account pending debits and credits or recurring payments that you have scheduled. Servicer will provide you with information on pending debits and credits as soon as we have that information. Each time you initiate a Card transaction, you authorize the Bank to reduce the funds available in your Account by the amount of the transaction and all associated Fees. You are not allowed to exceed the available amount in your Account through an individual transaction or a series of transactions (creating a “negative balance”). Nevertheless, if any transaction, Fees or other activity causes the balance in your Account to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you agree to pay us immediately for the full amount of the negative balance without further demand and you shall remain fully liable to us for the amount of any negative balance and any corresponding transaction Fees. You must immediately load the required amount to correct the negative balance to your Account, which will be due without the need for notifying you, and you shall remain fully liable to us for the amount of any negative balance and any corresponding transaction Fees. You are also be liable for any related Insufficient Funds/NSF Fee(s) as set forth in our Fee Schedule. We are under no obligation to notify you of any transaction(s) that could cause your balance to go negative. However, we reserve the right to bill you for any negative balance or to recoup such negative balance from any other Card issued to you by Bank. You agree to pay us promptly for the negative balance and any Fees incurred. We do not offer an overdraft or other credit feature with this Card. We also may deduct the negative balance owing from any current or future funds loaded to your Account or any other account you activate or maintain with us. If your Account has a zero or negative balance, we may, at our option, cancel your Account without notice. Additionally, if any transactions cause the balance in your Account to become negative: (a) we may exercise our right to collect the negative balance from you in accordance with this Agreement; (b) we may initiate a chargeback procedure for any specific transaction which led to your Account having a negative balance; (c) we may take debt collection measures, including, but not limited to, mandating a debt collection agency or attorneys to pursue the claim in court, and we reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts; or (d) you authorize us to initiate a payment transaction for the amount of the negative balance from one of your external accounts linked to your Account if we request that you load your Account with funds in order to correct a negative balance and you fail to do so within seven (7) Business Days, for which you remain liable if funds are insufficient to cover the negative balance.

**XX.** Recurring Transactions and Preauthorized Credits. If you intend to use your Card for recurring transactions, you should monitor your balance and ensure you have funds available in your Account to cover the transactions. “Recurring transactions” are transactions that are authorized in advance by you to be charged to your Card at substantially regular intervals. We are not responsible if a recurring transaction is declined because you have not maintained a sufficient balance in your Account to cover the transaction. If these recurring transactions vary in amount, the recipient of the recurring transaction should inform you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set. If you have provided instructions for recurring transactions from your Account, you can stop the payment by notifying us by calling 833-947-1701 or emailing us at [customerservice@cliq.com](mailto:customerservice@cliq.com) at least three (3) business days before the scheduled date of the transfer. If you call, we also may require you to put your request in writing and get it to us within fourteen (14) days after you call. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, we will be liable for your direct losses or damages. If you have authorized a merchant to make the recurring transaction, you also should contact the applicable merchant in order to stop the recurring transaction. If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company and you do not receive a receipt/statement (paystub), you can call us at 833-947-1701 to find out whether or not the deposit was made.

**XXI.** Statements. You should keep track of the amount of funds available in your Account. You may obtain information about the amount of funds you have remaining in your Account by looking on the Servicer’s mobile application or calling 833-947-1701. You will not be assessed a fee to check your balance using our automated telephone system, although you may be assessed a fee if you wish to speak to a live agent. You may obtain your balance information, along with a 12-month history of your Account transactions, at no charge via [prepaid.cliq.com](http://prepaid.cliq.com). You also have the right to obtain a 24-month written history of account transactions by using the Servicer’s mobile application or by calling 833-947-1701. No fee will be charged unless you speak to a live agent or if there is a fee otherwise set forth in our Fee Schedule. You may request a written history of your transactions at any time by contacting us at 833-947-1701 or via [customerservice@cliq.com](mailto:customerservice@cliq.com). The Servicer may assess a fee for each paper statement provided to you based on your request, as set forth in our Fee Schedule. Pursuant to the E-Signature and Electronic Disclosure Agreement, we will deliver any requested account statements or other statements required by law to you in electronic form. Merchants generally will not be able to determine your available balance. It is important to know your available Account balance before making any transaction. You should get

a receipt from the merchant, bank or ATM at the time you make a transaction or obtain cash using your Card. Please note there are some merchants that choose not to provide a receipt if the amount of the transaction is \$15 or less.

**XXII.** Death or Incompetence. Until a notice of death or incompetency is received, the Bank or the Servicer may act with respect to any account or service of the Account as if the owner or authorized signer is alive and competent. We will not be liable for any actions or inactions taken on that basis. When we receive a notice that the owner has died or is declared incompetent, we may place a hold on your Account and refuse to accept deposits or permit withdrawals. We may hold funds in your Account until we know the identity of the successor. If a deposit – including salary, pension, Social Security and Supplemental Security Income (SSI) – payable to the deceased owner is credited to the Account after the date the deceased owner died, we may debit the Account for the deposits and return it to the Payor.

**XXIII.** Returns; Refunds; and Unclaimed Property. If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to your Account for refunds and agree to the refund policy of the merchant. Neither the Bank nor Servicer is responsible for the delivery, quality, safety, legality or any other aspects of the goods or services you purchase from others with the Card. If you have a problem with a purchase you made with the Card, or if you have a dispute with the merchant, you must handle it directly with the merchant. The amounts credited to your Card for refunds may not be available for up to five (5) days from the date the refund transaction occurs. You should get or request a receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipts to verify your transactions. You can get a receipt at the time you make a withdrawal from your Account using one of our ATM terminals (if available). You acknowledge and agree that we may be required by applicable law to turn over to a state government authority any funds remaining on your Account after a period of inactivity or dormancy. Card funds in Accounts will be remitted to the custody of the applicable state agency in accordance with state law, and we will have no further liability to you for such funds unless otherwise required by law. If this occurs, we may first try to locate the Card owner at the address shown in our records, so we encourage you to keep us informed if you change your address. You may notify us of a change of address by logging in to your Account at [prepaid.cliq.com](http://prepaid.cliq.com) or by calling 833-947-1701.

**XXIV.** Card Cancellation and Suspension. We reserve the right, at any time and in our sole discretion, to terminate your Card or Account limit your use of the Card, including limiting or prohibiting specific types of transactions. The Bank may refuse to issue a Card, revoke Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Card, you may do so by calling 833-947-1701 or the number on the back of your Card. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. The cancellation of Account privileges will not otherwise affect your rights and obligations under this Agreement. Unless you have engaged in fraud or other illegal activities using your Card, if your Account privileges are cancelled or suspended, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited. We can waive or delay enforcement of any of their rights under this Agreement without losing them. Subject to the terms of this Agreement, if your Card or Account is cancelled or your Card expires and you do not timely activate your new Card, we will attempt to refund to you the balance remaining in your Account, less any amounts owed to us. A check made payable to you will be mailed to you at the latest postal address reflected in our records. A fee may be imposed for refunding the remaining account balance by check. Please see our Fee Schedule for further information. If you are employed by the Payor and your employment is terminated for any reason, loads for any employment-related payments will be automatically terminated in accordance with applicable law. Your Card and Account may also be terminated if you or Payor refuse fund loads or accept any credits to the Card, whether from Payor or otherwise. If after termination, the Payor attempts to load funds to the Account, we may accept the funds and set off your indebtedness to use against these funds.

**XXV.** Replacement Card and Lost or Stolen Card. If you need to replace the Card for any reason, please call 833-947-1701 or email us at [customerservice@cliq.com](mailto:customerservice@cliq.com) to request a replacement. You will be required to provide personal information which may include the last four digits of your Card number, your full name and knowledge of the Card transaction history. We may cancel any Card that has been disabled for sixty (60) calendar days or longer. If you believe your Card or PIN has been lost, stolen or compromised, call 833-947-1701 or the number on the back of your Card, call 833-947-1701 or write us at [customerservice@cliq.com](mailto:customerservice@cliq.com). You should also contact us through the means set forth in this section if you believe an electronic transfer has been made using the information from your Card or Account without your permission. Depending upon the state in which you work, fees may (or may not) apply for replacing your Card. See our Fee Schedule for further details or write to us at: [customerservice@cliq.com](mailto:customerservice@cliq.com).

**XXVI.** Your Right to Dispute Errors. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission. You agree that any unauthorized use does not include use by a person to whom you have given authority to use or access your Account or Access Information and that you will be liable for all such uses and funds transfers by such person(s). In Case of Errors or Questions About Your Prepaid Account please call us at 833-947-1701 or email us at [customerservice@cliq.com](mailto:customerservice@cliq.com) as soon as you can, if you think an error has occurred in your prepaid account. We must hear from you no later than sixty (60) days after the earlier of the date you electronically access your Account, if the error could be viewed in your electronic history, or the date the Servicer sent the FIRST written history on which the error appeared. You will need to: 1. Tell us your name and account number; 2. Describe the error(s) or transfer(s) 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 3. Tell us the dollar amount of the suspected error(s), and approximately when



the error(s) took place. If you tell us verbally, we may require that you send us your complaint or question in writing within ten (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, and your Card is registered with us, we will provide provisional credit your Account within 10 business days for the amount you think is in error, so that you will have 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 Account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For errors involving new accounts (an account where the first deposit to the account occurs less than 30 days before the error), we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If your Card does not receive wages, salary, or other employee compensation that are made on a recurring basis or does not receive electronic deposits of federal payments, all of this Section applies, except the Bank will not credit your Account until our investigation is complete and we have determined an error occurred. If you need more information about our error-resolution procedures, call us at 833-947-1701 or visit [prepaid.cliq.com](https://www.prepaid.cliq.com).

**XXVII.** Important Information for Unverified Accounts. It is important to register your Card as soon as possible. Until you register your Card and we verify your identity, we are not required to research or resolve any error regarding your Account. To register your Card, go to the Servicer's mobile application to verify your identity. We will ask you for identifying information about yourself (including your full name, address, date of birth, and Social Security Number or government-issued identification number), so that we can verify your identity.

**XXVIII.** Your Liability for Unauthorized Transactions. You agree to exercise reasonable control over your PIN(s); user ID(s); password(s) and any other access code related to your Account (each, an "Access Code") and your Card. If you believe the Card or Access Code has been lost, compromised or stolen, immediately contact us at 833-947-1701 or [customerservice@cliq.com](mailto:customerservice@cliq.com). Telephoning is the best way to minimize your possible losses. If you believe the Card has been lost or stolen, or that someone has transferred money or may transfer money from your Account without your permission, call 833-947-1701 or [customerservice@cliq.com](mailto:customerservice@cliq.com). We may suspend or cancel your Card and/or corresponding Account in the event of excessive reports of Card loss or theft. You will not be held responsible for unauthorized transactions if you have used reasonable care in protecting your Card from loss or theft and you have promptly reported to us when you knew that your Card was lost or stolen. If you notify us within two (2) business days after you learn of any unauthorized transactions or theft or loss of your Access Code, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of, or your electronic history shows, a transaction you did not make, notify us at once following the procedures stated in the section titled Your Right to Dispute Errors. If you do not notify us within sixty (60) days (or a longer period if required by applicable law or payment network rules) after you become aware of the transaction, after you could view your electronic history or after the Servicer sent the FIRST written history to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time.

You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or unauthorized use of your Card or Access Code(s). You also agree to cooperate completely with us and the Bank in attempts to recover funds from unauthorized users and to assist in their prosecution. The Bank may issue replacement Card(s) or Access Code(s), but only after you have provided such proof and security or indemnification as the Bank may require. In addition, you acknowledge that the Bank may have to deactivate your Card(s) and/or Account to prevent future losses. If you share your Card(s) or Access Code(s) with another person, use of your Account by that person may be considered as authorized. If you authorize another person to use your Card or Access Code(s), you agree that you will be liable for all transactions arising from use of the Card or Access Code(s) by such person except as otherwise set forth in this Agreement. In all cases, our liability for an unauthorized transaction is limited to reimbursing you for the face amount of the unauthorized transaction and any corresponding fees, except as otherwise required by applicable law. A transaction is unauthorized if it is not initiated by you, you did not give permission to make the transaction or you do not benefit from the transaction in any way. It is important to register your Card as soon as possible. Until you register your Card and we verify your identity, the above liability limits do not apply.

**XXIX.** Our Liability for Failure to Complete Transactions. In providing the Card and Account and related services to you, we disclaim any duty or responsibility other than those expressly set forth in this Agreement. In no event will Bank or Servicer be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. Neither Bank nor Servicer will be liable, for instance: (1) if, through no fault of Servicer or of the Bank, you do not have enough funds available in your Account to complete the transaction; (2) if a merchant refuses to accept your Card or provide cash back; (3) if an ATM or point-of-sale terminal where you are making a cash withdrawal does not have enough cash; (4) if an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction; (5) if access to your Card has been blocked after you reported your Card lost or stolen; (6) if there is a hold or your funds are subject to legal process or other encumbrance restricting their use; (7) if Servicer or the Bank has reason to believe the requested transaction is unauthorized; (8) if circumstances beyond Servicer or the Bank's control (such as fire, flood or

computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that Servicer or the Bank has taken; (9) if any failure or malfunction is attributable to your equipment, to merchant or ATM equipment, or to any internet service or payment system; (10) if an employee of al load network did not properly transmit information to us; or (11) any other exception stated in this Agreement with you.

**XXX.** Indemnity. To the fullest extent permitted by applicable law, you agree to indemnify and hold us and our officers, employees, agents, affiliates, service providers, attorneys and contractors harmless from any claim, loss, penalty, assessment, cost or damage, whether in contract or in tort (including reasonable attorneys' fees), and arising out of any errors, negligence, action, non-action or involvement by you or your authorized users, including, but not limited to, those asserted by third parties for reimbursement or damages.

**XXXI.** Arbitration and Waiver of Jury Trial. This Arbitration and Waiver of Jury Trial section sets forth the circumstances and procedures under which Claims (as defined below) shall be arbitrated instead of litigated in court upon the election of either party.

Definitions: As used in this Arbitration and Waiver of Jury Trial section, the term "Claim" means any claim, dispute or controversy between you and Bank, Servicer or any of their agents or retailers, arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration and Waiver of Jury Trial section or the Agreement. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card, or the Cards of any additional cardholders designated by you; (ii) the amount of available funds on the Cards; (iii) advertisements, promotions or oral or written statements related to the Cards, goods or services purchased with the Cards; (iv) the benefits and services related to the Cards; and/or (v) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court; any appeals from that court shall be pursued only in arbitration. As used in this Arbitration and Waiver of Jury Trial section, the terms "we" and "us" shall for all purposes mean the Bank, Servicer, their respective wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns, and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration and Waiver of Jury Trial section, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional cardholders.

Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); and (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).

Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR SHALL NOT CONDUCT A CLASS ARBITRATION OR A JOINT ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of Memphis, Tennessee. At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in

arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

Arbitration Procedures: This Arbitration and Waiver of Jury Trial section is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration and Waiver of Jury Trial section shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

Continuation: This Arbitration and Waiver of Jury Trial section shall survive termination of your Card as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration and Waiver of Jury Trial section is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration and Waiver of Jury Trial section, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

**XXXII.** Miscellaneous. The Bank may disclose information to third parties about your Card or the transactions you make using it: (1) where it is necessary for completing transactions; (2) in order to verify the existence and condition of your Card for a third party, such as a merchant; (3) in order to comply with government agency, court order, or other legal reporting requirements; (4) if you give the Bank your written permission; (5) to our and the Bank's employees, auditors, affiliates, service providers, or attorneys as needed; (6) in order to collect funds you may owe us; (7) in order to prevent, investigate or report possible illegal activity, (8) in order to issue authorizations for transactions on the Card, (9) as otherwise provided in our or the Bank's respective Privacy Policy Notices, or (10) as otherwise permitted by law. The Bank may also disclose information to third parties about your use of the Account and any related transactions as described in our privacy policy, available at: <https://www.getevolved.com/privacy-policy/>.

We do not warrant that our website or any other means of communication and/or access to the Account or Card will 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, pandemics and armed conflicts. 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.

The Card and your obligations under this Agreement may not be assigned. Notwithstanding the foregoing, this Agreement shall be binding on you, your authorized users, your heirs, your executors, administrators, guardians, personal representatives, or trustee in bankruptcy. The Bank may transfer its rights under this Agreement, as can we. Use of the Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. The Bank does not waive its rights by delaying or failing to exercise them at any time, and neither do we. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, it shall be stricken and the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Tennessee except to the extent governed by federal law. To the extent permitted by law and as permitted by the Arbitration and Waiver of Jury Trial above, you agree to be liable to us for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. 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.

Subject to applicable law, we may at any time add to, delete or change the terms of this Agreement without advance notice to you except as required by law. The terms and conditions of this Agreement may be revised by posting a revised version at [prepaid.cliq.com](http://prepaid.cliq.com). 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, the Bank or Servicer can implement such change without prior notice. We may cancel or suspend the Card or this Agreement at any time. You may cancel this Agreement by returning the Card to the Bank. Your termination of this Agreement will not affect any of the Bank’s or Servicer’s rights or your obligations arising under this Agreement prior to termination. In the event your Card is cancelled, closed or terminated for any reason, any remaining available funds associated with the Account will be returned to you, subject to any contrary provision in this Agreement and applicable law. When any provision in this Agreement states that we may take certain actions, we may do so in our sole discretion.

By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

FEE SCHEDULE & LIMITS

This Fee Schedule is being provided in connection with the **Cliq® Payroll Prepaid Card** issued by Evolve Bank & Trust and managed by Cliq, Inc. dba Cliq. It contains a list of all fees known to these entities that may be charged for your Account or Card, as well as the applicable transaction and other limits governing same. We reserve the right to change this Fee Schedule in our sole discretion and we will provide written notification to you of such change to the extent required by applicable law.

Use of your Card is subject to the limitations set forth below, and no transaction may exceed the value available in your Account. Limits are applied on aggregate across your primary account Card and all Additional Cards. For security reasons, we may further limit the amount or number of transactions you can make with your Card on a daily or monthly basis, or in the aggregate, and we may limit the dollar amount of transactions to or from your Account. We may increase or decrease these limits or add additional limits from time to time in our sole discretion without prior notice to you except as required by law.

Fees		
Getting started		
Card Activation Fee	\$0.00	No charge to apply for your Card or to activate it before first usage.
Monthly usage		
Monthly Service Charge	\$0.00	There is no Monthly Service Charge associated with your Card.
Adding money		
Direct deposit	\$0.00	No charge to have your paycheck deposited directly onto your Card.
MasterCard rePower® Load	\$1.00	This fee is charged when you reload your Card from a MasterCard rePower® payment network location.
Sending money		
ACH Transfer from Card to Bank Account	\$3.00	This fee is charged each time a money transfer is initiated from a Cliq® Prepaid Card to any US bank account if used more than once per every seven days, fees will apply.
Card to Card Transfers	\$1.00	This fee is charged when funds are transferred from one Cliq® Prepaid Card to another Cliq® Prepaid Card.
Getting cash		
ATM withdrawal (U.S MoneyPass® ATMs)	\$0.00	There is no charge for withdrawing funds as often as you wish at no charge at any U.S.-based MoneyPass® ATM location. <sup>2</sup> To find the most convenient ATM location, go to <a href="http://www.moneypass.com">http://www.moneypass.com</a> <sup>3</sup>
Non-MoneyPass® ATM Withdrawal	\$2.50	This fee is charged for each transaction completed at any non-MoneyPass® ATM in the United States. ATM owner may assess an additional fee.
At a Bank Teller Window	\$0.00	You can also withdraw up to your entire account balance in-person by visiting a teller at any U.S. based bank without surcharge. <sup>4</sup>
ATM Balance Inquiry	\$1.00	This fee is charged each time the Card balance is requested at any ATM. You may also be charged a fee by the ATM operator.
ATM Decline Fee*	\$0.50	This fee is charged each time the Card is not accepted/ declined at any ATM in the United States. You may also be charged a fee by the ATM operator.
POS/ PIN Cash Back*	\$0.50	Fee for cash back requests at a retailer on a PIN-based transaction.
Information		
POS Signature Purchase	\$0.00	No charge to make a POS signature purchase if funds are available.
POS Decline*	\$0.50	Fee charged for each POS purchase transaction that is declined. <sup>1</sup>
POS PIN Purchase*	\$0.50	This fee is charged for each completed PIN based purchase. <sup>1</sup>
Balance Inquiry via Internet or Phone	\$0.00	There is no charge to access your account online at <a href="http://prepaid.cliq.com">prepaid.cliq.com</a> or to speak to a live representative.

Fees Cont. Information		
SMS/ Email Alerts/Mobile App	\$0.00	There is no charge to setup or receive SMS/ Email alerts or use the Mobile App. While Cliq® does not charge for text messages, please check with your wireless provider for possible charges related to text messaging/data.
Online Account Access	\$0.00	No charge when accessing account information via the <a href="https://prepaid.Cliq.com">https://prepaid.Cliq.com</a> website.
Paper Statement Request	\$0.00	No charge for paper statement requests.
Electronic Statement Access	\$0.00	No charge to view or print electronic statements via the <a href="https://prepaid.Cliq.com">https://prepaid.Cliq.com</a> website.
Using your Card outside the U.S.A.		
International POS PIN Purchase	\$0.75	This fee is charged for each International transaction made using a PIN number. Note that a 3% currency conversion fee may also apply.
International POS Signature Purchase	\$0.00	There is no charge to make an International signature-based purchase. Note that a 3% currency conversion fee may apply.
International ATM Decline Fee	\$1.00	This fee is charged for each time the Card is not accepted/ declined at any International ATM. You may also be charged a fee by the ATM operator.
Currency Conversion	3%	This currency conversion fee is 3% of the transaction amount for each purchase made with your Card in a foreign currency that has been converted into a U.S. dollar amount by a network.
International ATM Withdrawal	\$4.00	This fee is charged for each transaction completed at an ATM machine outside the United States. Note that the ATM Operator may assess charges for these transactions and a 3% currency conversion fee may also apply.
International ATM Balance Inquiry	\$1.00	This fee is charged for each balance inquiry completed at an ATM machine outside the United States. You may also be charged a fee by the ATM operator.
Other		
Inactivity Fee	\$3.00	This fee is charged per month after 90 days of Card inactivity. <sup>5</sup>
Refund Check Issuance	\$8.00	This fee is charged every time you request that a refund amount owed to you be sent in the form of a paper check.
Stop Payment Fee	\$0.00	There is no charge to issue a stop payment request on Automatic Transfers.
Bill Pay Transactions	\$1.00	This fee is charged when a bill pay payment is made online at <a href="http://prepaid.Cliq.com">prepaid.Cliq.com</a>
Replacement Card (New Card, new Card #)*	\$3.00	This fee is charged each time a request is made to replace a lost or stolen Card (new Card <i>and</i> new number). <sup>6</sup>
Reissue Fee (New Card, same Card #)*	\$3.00	This fee is charged each time a request is made to reissue a Card (new Card but same Card number). <sup>6</sup>
Expedited Card Shipping	\$35.00	This fee is charged each time Cardholder requests to expedite Card delivery. Expedited delivery takes 3 to 4 business days to arrive and tracking is available.

- <sup>1</sup> POS fees do not apply in the following states: CT, PA, NY, IL
- <sup>2</sup> See “Transaction Limits” above for individual withdrawal restrictions. If you wish to withdraw your entire paycheck amount, and this amount exceeds the “Daily Limit” listed above, please use the “At a Teller Window” option instead.
- <sup>3</sup> MoneyPass® ATMs do not charge a fee for withdrawing cash. If you visit a MoneyPass ATM and are charged a fee, please contact Customer Service at 833-947-1701. When calling, please provide the date and time of your visit, the ATM location, and the amount you withdrew (or attempted to withdraw). Please also note the fee amount the ATM was charging for the MoneyPass withdrawal.
- <sup>4</sup> Banks may charge their own fee for non-customer withdrawals. Please consult the fee schedule at the financial institution you wish to withdraw from prior to undertaking any transaction.
- <sup>5</sup> Inactivity Fees do not apply in the following states: PA, CT, IL.
- <sup>6</sup> There is no fee for the first Card replacement each year in the following states: CT, HI, VT, NH, PA, MI

THIRD PARTIES MAY ASSESS TRANSACTION FEES IN ADDITION TO THESE FEES.

\* Void where prohibited. Fees may not apply to Cardholders within certain states or within certain Card programs.

Register your Card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to Bank, a FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Bank fails, if specific deposit insurance requirements are met and your Card is registered.

No overdraft/credit feature.

Contact Cliq by calling 833-947-1701, by mail at 2900 Bristol St., Bldg. F, Costa Mesa CA 92626, or by visiting [prepaid.cliq.com](http://prepaid.cliq.com).

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).

Transaction Limits		
Maximum Value Load		
Load at a MasterCard rePOWER® location	\$950.00 per day	The maximum daily amount that may be added to a Card via MasterCard rePOWER®
Load by Direct Deposit from your Payor	\$9,999.00 per day	The maximum daily amount that may be added to a Card by direct deposit from your Payor, or (for Portable Cards) via bank-initiated ACH transfer or Card-to-Card transfer.
Load via bank or ACH transfer initiated at a bank to Card (Portable Cards only)		
Load by Card-to-Card transfer initiated by calling Customer Service or online (Portable Cards only)		
Maximum sum of loads within the last 24 hours	\$9,999.00	The maximum aggregated sum of loads that may be placed on a Card for all load methods within any 24-hour time period.
Maximum number of loads within the last 24 hours	2 loads	Maximum aggregated number of loads for all loading methods in any 24-hour period.
Maximum load limit for all loading methods in any thirty (30) day period	\$9,999.00	Maximum aggregated load limit for all load methods in any thirty (30) day period.
Maximum number of loads for all loading methods in any thirty (30) day period	10 loads	Maximum aggregated number of loads for all methods in any thirty (30) day period.
Usage and Spending Limits		
Single purchase transaction limit	\$9,999.00	The maximum amount of funds you may spend on your Card in a single transaction may equal your available balance.
Maximum number of purchase transactions in 1 minute	No Limit	The maximum purchase transactions that may be completed within 1 minute.
ATM Limits		
Daily ATM limit (Domestic ATMs)	\$810.00 per day	The maximum amount of funds withdrawn from a domestic ATM using your Card in a single day. This includes any ATM fees that may be assessed.
Daily ATM limit (International ATMs)	\$810.00 per day	The maximum amount of funds you may withdraw from an International ATM using your Card in a single day. This includes any ATM fees that may be assessed.
Maximum cash withdrawal transactions in 1 day	5 cash withdrawals	The maximum number of cash withdrawal transactions that can be completed in a single day from a domestic or International ATM using your Card.
Cash Advance		
Maximum transaction amount for bank teller window cash advances	\$9,999.00	The maximum amount of funds you may withdraw by Bank Teller Window cash advance in a single transaction using your Card may equal your available balance. <i>Please note that banks may have their own limits or policies regarding Bank Teller Window cash advances.</i>
Cash Back Limits		
Daily maximum cash back limit	\$9,999.00	The maximum amount of cash back you may receive from a POS transaction initiated with your Card in a single day may equal your available balance. <i>Please note that retailers may have their own limits regarding cash back, and additional fees may apply.</i>
Per transaction maximum cash back limit	\$9,999.00	The maximum amount of cash back you may receive from transactions initiated with your Card in a single transaction. <i>Please note that merchants may have their own limits or policies regarding cash back, and additional fees may apply.</i>
Card-to-Bank Limits (DDA Transfer (ACH))		
Per transaction maximum Card-to-bank transfer limit	\$8,000.00	The maximum value that may be transferred from your Card to your bank in a single transaction. (Portable cards only)
Balance Limits		
Maximum Card Balance Limit	\$9,999.00	The maximum value that a Card may have on any day.

## Cliq® Prepaid Debit Card Short-Form Disclosure

**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>\$0.00*</b>	<b>\$0.50*</b>	<b>\$0</b> in-network	<b>N/A</b>
		<b>\$2.50</b> out-of-network	

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ATM balance inquiry (in-network or out-of-network)	\$1.00
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Customer service (automated or live agent)	\$0 per call/min
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Inactivity (after 90 days with no transactions)	\$3.00 per month*
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**We charge up to 8 other fees.** Here are some of them:

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International ATM Withdrawal Fee	\$4.00
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Domestic POS Decline Fee	\$0.50*
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Domestic ATM Decline Fee	\$0.50*
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\* This fee can be lower depending upon how and where this card is used.

Visit [prepaid.cliq.com](https://prepaid.cliq.com) for free ways to access your funds & balance information.

**No overdraft/credit feature.**

The Cliq Payroll Card is issued by Evolve Bank & Trust, a member of FDIC, pursuant to a license from Mastercard Incorporated. Register your Card for FDIC insurance eligibility and other protections.

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

Find details and conditions for all fees and services in our Cardholder Agreement.