

## CARDHOLDER AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (“ARBITRATION” SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.

This Cardholder Agreement (“Agreement”) is the terms and conditions governing our issuance and your use of your Prepaid Reward Mastercard card (“Card”). Keep this document for future reference. In this Agreement, “you” and “your” mean any person who received the Card or is authorized to use it as provided for in this Agreement. If there is more than one of you, you are each jointly and severally liable for all obligations, regardless of which of you uses the Card or benefits from that use. “We,” “us,” and “our” mean the issuing financial institution listed on the back on this agreement. “TransCard” means, the third party that administers the Card program and with whom you activated the Card with. By activating the Card, signing the back of the Card, using the Card, or allowing someone else to use the Card means you accept and agree to be bound by the terms and conditions contained in this Agreement.

- 1. Card Description.** This Card is issued by us, pursuant to a license with Mastercard International, Inc. Mastercard is a registered trademark of Mastercard International, Inc. The Card allows you to make purchases at merchants where Mastercard debit cards are honored. The Card is not a credit card and does not directly access any credit or your deposit account. The Card is not a gift card or gift certificate. No interest will be paid on funds loaded to the Card. Your Card is not for re-sale or for assignment to any third party. The Card cannot be redeemed for cash. The Card will remain our property 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. The Card and the funds on the card are made available to you at the request of Peachtree Financial Solutions.
- 2. Expiration of Card.** The Card will be unusable after the “valid thru” date stated on the Card. You agree not to use the Card after the valid thru date. If you do not spend all the funds on the Card prior to this expiration date, the remaining funds will not be available to you. You have no right to the funds except to use them for authorized purchases prior to the expiration date of the Card.
- 3. If you need to replace your Card for any reason, please contact TransCard Customer Service at 1-800-416-6373 to request a replacement Card.** There are certain restrictions that must be met before we can replace your Card in certain circumstances. You will be required to provide personal information, which may include your Card number, full name, transaction history, copies of accepted identification. We reserve the right to require an affidavit signed by you and to conduct an investigation into the validity of any request. It may take up to thirty (30) days to process a request for a replacement Card; however, we will try to provide you with a replacement Card on as timely a basis as is reasonable under the circumstances.
- 4. Value of Your Card.** Your Card's value is limited to the dollar amount of the initial load to the Card. The prepaid value is not an account owned by you.
- 5. Using your Card.** You must sign the back of the Card. The Card is a non-reloadable, prepaid debit reward card which is loaded with an amount in U.S. Dollars, and does not allow for ATM access. You can use the Card as often as you like, provided that you do not exceed the value stored on the Card. We may restrict the use of your Card if we notice excessive use of your Card which may constitute suspicious activity. You authorize us to pay all transactions initiated with the Card and to debit the total amount of such transactions from the value of the Card. You agree that the use of the Card with any merchant, whether or not you have signed any sales or debit authorization, will constitute a simultaneous withdrawal from and/or demand upon the value of the Card. You cannot “stop payment” on any transaction after it has been completed. The Card cannot be used: (1) to obtain cash, except in the event of its cancellation, as described in this Agreement; (2) for gambling or any unlawful activity, or (3) to make regular, preauthorized payments to third parties. We are not liable for declining an authorization for any particular transaction, regardless of our reason. You should get a receipt at the time you make a transaction using your Card. You agree to retain your receipt to verify your transactions. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.
- 6. Payment.** Each time the Card is used the value of the Card will decrease by the amount of the transaction. After the amount available on your Card has been exhausted, all transactions will be declined. Nevertheless, if a transaction causes you to exceed that limit (a “Negative Balance”), you shall remain fully responsible for and agree to immediately pay us the amount of any Negative Balance. We may also exercise our right to set off against any account you have with us.
- 7. Customer Service; Contact Information; Balance and Transaction Inquiries; Error Resolution.** You are responsible for keeping track of the available balance on your Card. Merchants generally will not be able to determine the available balance on your Card, so you need to know the exact balance BEFORE making a purchase. You can call TransCard Customer Service for balance and all other inquiries toll free, 24 hours a day, 7 days a week at 1-800-416-6373, or write to TransCard Customer Service at PO Box 1069, Chattanooga, TN 37401.
- 8. Fees and Charges.** We encourage you to use your Card immediately. There are no fees when using the Card to purchase goods and services within the U.S. You have unlimited free access to balance and transaction information via phone at 1-800-416-6373.
- 9. By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) the personal information provided to us in connection with your Card is true, correct and complete; (iii) you have received a copy of this Agreement and agrees to be bound by and to comply with its terms; and (iv) you accept the Card. If you are under eighteen (18) years of age (or older if you reside in a state where the majority age is older), your parent or legal guardian may enter into this Agreement, and you may become an authorized user of the Card.**
- 10. Loss, Theft, or Unauthorized Use.** Funds on your Card should be treated like Cash and will not be recoverable if your Card is lost or stolen.
- 11. Failure to Complete Transactions.** If we do not complete a transaction arising from the use of your Card on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable if: (a) through no fault of ours, you do not have enough money on your Card to cover a transaction, (b) the terminal or system was not working properly and you knew about the breakdown when you started the transfer, (c) circumstances beyond our control prevent the transaction, despite reasonable precautions that we have taken, (d) our reasonable determination that you did not authorize the sale; and/or (e) as we may reasonably determine.
- 12. Disclosure of Information to Third Parties.** We may disclose information to third parties about your Card or the transactions you make: (a) where it is necessary for completing transactions; (b) to verify either a transaction you make or the existence and condition of your Card to a third party; (c) to utilize services of third parties and affiliate entities who assist us in providing the Card and related services; (d) to comply with government agency rules or court orders; (e) if you give us your permission; (f) if you owe us money or there are legal proceedings in connection with your Card, information may be released to attorneys, accounts, collection bureaus, financial institutions, and others involved in collection, adjustment, settlement or reporting; (g) to protect against potential fraud and other crimes; or (h) when otherwise permitted by law. We may also share information about you and your Card, based on our transactions and experiences with you, with our parent, affiliate, and subsidiary companies. By use of the Card, you authorize us to make such credit, employment and investigative inquiries, as we deem appropriate in connection with the issuance and use of the Card. We can furnish information concerning the Card or creditable to consumer reporting agencies and others who may properly receive that information.
- 13. Revocation of Card and Unclaimed Funds.** The Card is our property and we may revoke the Card at any time with or without cause or notice, unless otherwise required by law. You must surrender a revoked Card and you agree that the Card may not be used after it has been revoked. If any funds remain on the Card upon revocation, we will send you the remaining value of the Card, less any applicable fees. It is your responsibility to ensure we have your current address. Any refund will be sent to you at the address you provide to us. Upon the expiration of any applicable escheatment period, any unused balance of the Card will be handled according to applicable unclaimed property laws.
- 14. Amendments.** We may amend or change the terms and conditions of this Agreement, including fees, at any time except where required by applicable law. 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. Changed terms will apply to the outstanding balance of your Card as well as to any transactions after the date of the change. In any event, use of your Card after the date of the change will confirm that you agree to the change. Amendments required by a bank regulatory authority will be effective according to the applicable regulation without further notice.
- 15. Transfers.** We may transfer all or part of your Card balance, along with our rights under this Agreement, to another person or entity. That person or entity will then be entitled to enforce our rights under this Agreement. You may not transfer your

rights or obligations under this Agreement or the Card balance, except through regular use of the Card.

16. **Governing Law.** To the extent federal law is not applicable, this Agreement and your Card will be governed by the issuing financial institution's state law regardless of where you reside. You agree that all terms of this Agreement are material to the determination of interest.

17. **Arbitration.** For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Card, or this Agreement, you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. The arbitration will take place in the federal judicial district located in Hamilton County, Tennessee or may be conducted telephonically at your request. Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. Notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in a federal or state court located in the federal judicial district of the financial institution's principal location in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located therein for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.

You agree to the following in connection with any arbitration: (i) no class or similar group arbitration will be permitted; (ii) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (iii) subject to any limitations of liability in this Agreement, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (iv) each party will pay its own attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

You understand and agree that, by agreeing to this Agreement, (i) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; (ii) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE BETWEEN US; AND (iii) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY ARBITRATION OR LAWSUIT INVOLVING ANY DISPUTE BETWEEN US.

This arbitration provision will survive termination of this Agreement. With the exception of the provision of this section prohibiting arbitration on a class or collective basis, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable or illegal part was not contained herein.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE AGGREGATE LIABILITY TO YOU FOR CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT FROM EITHER US OR FROM TRANSACARD, WHETHER FOR BREACH, NEGLIGENCE, INFRINGEMENT, IN TORT OR OTHERWISE, SHALL BE LIMITED TO THE LESSER OF \$100 OR THE TOTAL AMOUNT ORIGINALLY LOADED ON THE CARD. THIS LIMITATION OF LIABILITY IS AN AGGREGATE LIMIT AND IS INTENDED TO APPLY TO ALL CLAIMS, WITHOUT REGARD TO WHICH PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED. IN NO EVENT WILL TRANSCARD OR WE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES, OR ANY LOST PROFITS, LOSS OF OPPORTUNITY OR GOOD WILL, OR LOST OR CORRUPTED DATA, EVEN IF TRANSCARD OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. THIS LIMITATION ON DAMAGES SHALL APPLY TO ALL CLAIMS OF YOURS, WHETHER SOUNDING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHER CLAIM EXCEPT FOR WHICH LIMITATIONS ARE PROHIBITED BY LAW. ALL PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY HEREIN ARE A BARGAINED FOR ALLOCATION OF RISK AND LIABILITY AND AGREE TO RESPECT SUCH ALLOCATION OF RISK AND LIABILITY.

Instructions on using your card:

**No PIN Usage.** To pay for purchases at merchants that accept Mastercard debit cards, you should use it as you would a credit card, by selecting the "credit" payment option and signing the sale receipt. Although your Card is a debit card, it will not work with debit payment systems that require a personal identification number (PIN).

**Combining Forms of Payment and Split Tender Transactions.** If you wish to use your Card to purchase an item for more than the available balance on the Card, subject to the merchant's policy, you may be able to use your Card toward a portion of the purchase price and then use another form of payment to pay the balance of the purchase price. This is called a "split tender" transaction because you would be "splitting" the purchase price between your Card and another form of payment. Before you request a "split tender" transaction, please call TransCard Customer Service at 1-800-416-6373 to confirm the available balance on your Card. Then, you MUST ask the merchant if two forms of payment will be accepted for the purchase you wish to make. If the merchant agrees, first request that the merchant debit or charge a specific dollar amount on your Card (i.e., the available balance on your Card), and then use your other form of payment to pay the remaining balance. Some retailers, particularly department stores, will only allow a "split tender" transaction if the second form of payment is cash or check. Internet and most mail order merchants do not permit "split tender" transactions. We do not guarantee that the merchant will accept two forms of payment, such as two gift cards.

**Use at Gasoline Merchants.** If you use your Card to purchase gasoline, we recommend that you pay inside the station, not at the pump. If you were to pay at the pump, the electronic terminal at the pump may be programmed to confirm that you have sufficient available balance on your Card to pay for an average purchase of gas. Before you are permitted to pump gas, many pumps seek an authorization for \$75.00 and this amount could increase from time to time ("Preauthorization Request"). If you have

an insufficient available balance on your Card to cover the Preauthorization Request, your attempt to use your Card at the pump may be declined. If you have a sufficient available balance on your Card to cover the Preauthorization Request, you will be permitted to continue your transaction at the pump. However, if the dollar amount of your actual gasoline purchase is less than the amount of the Preauthorization Request that we approved, a "hold" on your available balance may automatically result equal to the difference between the two amounts. Once the merchant sends us the final amount of your actual gasoline purchase, we will remove the "hold" on your available balance for any additional amount exceeding this final amount. This may take 3 to 7 days and during this period you will not be able to use any balance subject to this "hold." TO AVOID A DECLINE OF, OR A HOLD ON, YOUR AVAILABLE BALANCE ON YOUR CARD, WE RECOMMEND THAT YOU PREPAY FOR YOUR GASOLINE INSIDE THE STATION.

**Use at Restaurants, Hotels, and Similar Merchants.** When using your Card at a merchant where a tip may be included (such as at a restaurant) or at a merchant in the travel business (for example, a hotel, car rental agency, or cruise line), your transaction may be pre-authorized for an additional amount above the initial transaction amount. This pre-authorization process is referred to as an "authorization request." Because the authorization request may have been processed for an amount higher than the initial transaction amount, if you have an insufficient available balance on your Card to cover the authorization request, your Card may be declined. If you have a sufficient available balance on your Card to cover the authorization request, it may result in a "hold" on your available balance for the amount of the authorization request. The final amount charged to your account will not exceed the final transaction amount. Once the merchant sends us the final transaction amount, we will remove the "hold" on your available balance for any additional amount exceeding the final transaction amount. This may take 3 to 7 days and during this period you will not be able to use any balance subject to "hold."

**Internet and Mail Order Purchases.** Internet, mail, and phone order purchases may require that we have the correct name and home address of the Card owner online. You can update your information by calling TransCard Customer Service at 1-800-416-6373.

ISSUING FINANCIAL INSTITUTION: Florida Capital Bank

ACTIVATION FEE: \$0.00