# COMMUNITY RELOADABLE VISA® CARD PROGRAM CARDHOLDER AGREEMENT PLEASE READ CAREFULLY

V8.21

Please read this Agreement carefully and keep it for your records. Any attachments, including our Privacy Policy and any amendments, are also part of this Agreement. See our website at <a href="www.CommunityPrepaid.com">www.CommunityPrepaid.com</a>, for the current version of this Agreement. Your Temporary Card, Registered Temporary Card, Personalized Reloadable Card (collectively "Card") and Account are a single product, and which is issued by Bankers' Bank, Member FDIC ("Issuer") and sold by its authorized Community Bank sales agents. In this Agreement, the words "you" and "your" mean the individual who purchased a Temporary Card or to whom we issue a Personalized Reloadable Card after you successfully complete the registration process. "We," "us" and "our" mean Bankers' Bank, which is the issuer of your Card, and our successor, affiliates and assigns.

By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that you have read and understand all the terms and conditions of this Agreement, including the long form fee disclosure, and you agree to be bound by them. The effective date of this Agreement is the date you first receive, use or authorize the use of, register, or activate the Card. If you do not agree to the terms of this Agreement, you may not use the Card.

Fee Schedule Table: List of all fees for Community Reloadable Prepaid Visa Card:

| All Fees  | Amount  | Details  |  |
|---|---------|--|--|
| Card Purchase and Initial Load  | \$5.95  | One-time fee for card purchase, applied at the time of the initial load to your Prepaid Visa |  |
|   |         | Card.  |  |
| Authorized User Card  | \$5.95  | Fee applied for adding a card for an authorized user   |  |
| Monthly Fee   | \$4.95  | Fee charged once per month each month your Account is open. Fee is not assessed whe          |  |
| ·   |         | balance is \$0. There is no Monthly Fee for the Temporary Card.                              |  |
| Cash Reload (Bank Branch)   | \$0.00  | Fee applied per reload at participating bank branch locations.                               |  |
| Cash Reload (ReadyLink)   | \$0.00  | Does not apply a fee for retailer reloads. The retailers may charge additional fees.         |  |
| Cash Reload (Funds Transfer)  | \$0.00  | Fee applied to transfer funds from your existing bank account to your Card. Your financial   |  |
|   |         | institution or other third-parties may asses an additional fee for their service.            |  |
| Direct Deposit  | \$0.00  | Fee to reload via Direct deposit from employer, or other payer                               |  |
| Domestic ATM Withdrawal   | \$1.50  | Fee applied for cash withdrawal at an ATM.   |  |
| Domestic ATM Decline  | \$0.50  | Fee applied for a decline at an ATM.   |  |
| Domestic ATM Balance Inquiry \$0.50 Fee applied only to transactions at an ATM. You may a |         | Fee applied only to transactions at an ATM. You may also be applied a fee by the ATM         |  |
|   |         | operator, even if you do not complete a transaction.   |  |
| ATM Withdrawal – International  | \$2.00  | Fee applied for withdrawal. You may also be assessed a fee by the ATM operator.              |  |
| ATM Decline – International   | \$0.75  | Fee applied for decline. You may also be assessed a fee by the ATM operator, even if you d   |  |
|   |         | not complete a transaction.  |  |
| ATM Balance Inquiry – International   | \$0.75  | Fee applied for balance inquiry. You may also be assessed a fee by the ATM operator, even    |  |
|   |         | if you do not complete a transaction.  |  |
| Foreign Currency  | 3%      | Fee applied for currency conversion. You may also be assessed a fee by any retailers or      |  |
|   |         | financial institutions involved in your transaction.   |  |
| Replacement Card (Standard Delivery)  | \$5.00  | Fee applied per replacement card ordered with standard delivery.                             |  |
| Replacement Card (Expedited Delivery)   | \$25.00 | Fee applied per replacement card ordered with expedited delivery.                            |  |
| Balance Refund Paper Check  | \$10.00 | Fee applied per paper check requested.   |  |

Register your Card for FDIC insurance eligibility and other protections. Once registered, your funds will be held at or transferred to Bankers' Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Bankers' Bank fails, if specific deposit insurance requirements are met and your Card is registered. See fdic.gov/deposit/deposits/prepaid.html for details.

There is no overdraft/credit feature.

Contact Bankers' Bank Prepaid Card Cardholder Services by calling 844-586-2040, by mail at 7700 Mineral Point Rd, Madison WI 53717 or visit www.CommunityPrepaid.com.

For general information about prepaid accounts, visit 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.

#### Prepaid Account Description

You acknowledge and agree that the value of available funds is limited to the prepaid funds that you have loaded onto the Card or which have been loaded onto the Card on your behalf. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not for resale. You will not receive any interest on the value of your prepaid funds. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law, rules or regulations. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes.

#### **Beginning to Use Your Temporary Card**

A Card that has been purchased and not registered which does not bear your name on the front of the Card is a "Temporary Card." A one-time load to a Temporary Card is made only at participating Community Bank branch locations with a minimum amount of \$10, and a maximum amount of \$500. The value of the available prepaid funds associated with your Temporary Card will be referred to as your "prepaid funds balance." A Temporary Card is non-reloadable. Your Temporary Card can only be used in the U.S.A. and cannot be used for cash withdrawals or to obtain cash. Your Temporary Card is sold pre-activated and MUST BE TREATED AS CASH. You must register for and receive a Personalized Reloadable Card to conduct certain transactions, including loading additional funds to your Account or conducting ATM withdrawals.

# How to Register Your Card

If you received a Temporary Card (*i.e.*, your name does not appear on the front), when purchasing at a bank branch, your card is not registered and does not have FDIC insurance eligibility or other protections. You may register your Temporary Card at www.CommunityPrepaid.com. Certain types of transactions (see "Using Your Card" below) cannot be completed with a Temporary Card. Please follow the directions that came with your Card in order to register it. If we cannot verify your identity or accept your registration, we will inform you immediately and, unless otherwise required by law, your Temporary Card will remain active until the funds in your Card Account have been exhausted, or we cancel or suspend your Temporary Card pursuant to this Agreement, applicable law, regulations, or rules. If we cannot verify your identity or accept your registration, your card will not receive FDIC insurance eligibility or other protections.

If your registration is accepted, your Temporary Card will be deemed registered ("Registered Temporary Card"), we will send you a Reloadable Prepaid Visa Card bearing your name ("Personalized Card"). You agree to sign the back of your Personalized Card immediately upon receipt. The expiration date of the Personalized Card is identified on the front of your Personalized Card. Once you receive and activate your new Personalized Card, as described below, your Temporary Card will be cancelled and any remaining prepaid funds balance or Card Account balance will be accessible through your Personalized Card.

If your registration is accepted, the funds associated with your prepaid funds balance will be held at or transferred to your registered prepaid account (which may be a pooled account) at Bankers' Bank ("Card Account").

#### **Registering Your Card**

To help the government fight the funding of terrorism and money laundering activities, we are required by federal law (including without limitation under the Bank Secrecy Act and the USA PATRIOT Act) to obtain, verify, and record information that identifies each person who registers a Card. Accordingly, when you register your Card, we will ask for your name, address, date of birth, Social Security Number, phone number, and other information that will allow us to identify you. We may also require you to provide your driver's license or other identifying documents.

#### **How to Activate Your Personalized Card**

You must activate your Personalized Card before it can be used. You may activate your Card at www.CommunityPrepaid.com. During activation, we may request that you provide the card security code printed on the front and/or back of your Personalized Card, as well as additional identifying information we may request, including but not limited to your name, phone number, date of birth, zip code, and a form of identification.

# **Personal Identification Number**

You will not receive a Personal Identification Number ("PIN") within your Personalized Card packet that accompanies the Personalized Card when it is issued to you. You will be required to select your own PIN for your Card Account at www. CommunityPrepaid.com after you register your Card. Your PIN is a security feature that will be needed for certain transactions including cash withdrawals and certain purchase transactions. Your PIN identifies you as the proper user of the Card and authorizes transactions that you make with the Card. You should not write or keep your PIN with your Card. Never share your PIN with anyone. Protect your PIN at all times. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately by contacting us at the number on the back of your Card and by following the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers."

#### **Authorized User Card**

If you are a Personalized Cardholder, you may request an additional Card that is linked to your Card Account for another person that you authorized to use the Card and access the funds in your Card Account ("Authorized User Card"). The Authorized User Card will be registered under the Social Security Number of the person authorized to use the Authorized User Card. We will request information for any Authorized User Card holder including but not limited to his or her full name, birthdate, and social security number. You may revoke permission for any person you previously authorized to use an Authorized User Card at www.CommunityPrepaid.com. You remain liable for any and all usage of any Authorized User Cards you authorize. We may limit the number of Authorized User Cards that you can authorize in our sole discretion.

# **Loading Your Card Account**

You may add funds to your Card Account associated with your Personailzed Card ("value reloading"), at any time, subject to the Card Limitation Tables below. The initial value load, as well as each value reload, is referred to in this Agreement as a "load". The initial value load must be at least \$10.00 and each value reload must be at least \$10.00. You may load your Card Account by arranging for the transfer of funds originating from a financial institution located in the United States, visiting the Community Bank branch of initial purchase, and direct deposit from your employer. You may also reload your Card Account with using cash at ReadyLink® Retail Reload locations or participating Community Bank branches. Limitations on amounts that may be loaded to your Card Account can be found on the attached Card Limitations Tables. At our discretion, we may allow higher limits than disclosed in the attached Card Limitations Tables, including the maximum value limit, to post to the Card Account. However, if limits are raised on one occasion, there is no guarantee that subsequent funding, in any form, in excess of the disclosed limit will be permitted in the future. In addition, ReadyLink® may impose different load limitations. You can obtain information on how to load your Card Account at www.CommunityPrepaid.com. Personal checks, cashier's checks, and money orders sent to the Issuer are not an acceptable form of loading. You cannot load funds to your Card Account at ATMs outside of the MoneyPass Network. All loads must be in U.S. dollars. If you choose to load funds into your Card Account at an in-person location, such as a participating Community Bank branch, you will be asked to present your Personalized Card and identification. All loads are subject to anti-fraud verification procedures, and we reserve the right to reject any load attempts or delay access to the loaded funds until such verification procedures are completed. It may take until the next business day for your load to become available. The recipient's

# **Using Your Card/Features**

You agree to pay the fees disclosed in this Agreement. All fees assessed by the Community Reloadable Prepaid Visa Card are deducted from your available prepaid funds balance or your Card Account. If you do not have sufficient available prepaid funds to cover a fee, the transaction will be declined.

Subject to the terms and conditions of this Agreement, your Card may be used wherever Visa debit cards are accepted. However, Temporary Cards may not be used: (i) at ATMs or for cash back at any point of sale device or (ii) at merchants outside of the United States (including internet websites based outside the United States). If you received a Temporary Card and you wish to use your Card for any of the uses described in this paragraph, you must first register it (see "How to Register Your Card" above) to receive a Personalized Card.

Your Personalized Card may be used to (i) add funds to your Card Account (see section labeled "Loading Your Card" above), (ii) purchase goods or services wherever Visa debit cards are accepted, and (iii) withdraw funds from your Card Account. Fees and limitations on these transactions may be found on the Fee Schedule Table above and Card Limitations Table below. Some services may not be available at all terminals. Your Card may be used without a PIN to make purchases.

Subject to the fees and limitations found on the Fee Schedule Table above and Card Limitations Table below, you may use your Card to purchase or lease goods or services everywhere Visa Debit cards are accepted as long as you do not exceed the prepaid value available on your Card. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

With certain types of purchases (such as restaurants, hotels, car rentals, salons, automatic fuel dispensers), your Card may be preauthorized for an amount greater than the purchase amount. Any preauthorization amount will place a "hold" on your available prepaid funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to 10 days and longer for travel and lodging transactions for the hold to be removed. During the hold period, you will not have access to the preauthorized amount. Your transaction will be declined if you do not have available funds requested in the preauthorization. If your Card is declined at an automatic fuel dispenser, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. You may not use your Card for online gambling activities, even if gambling is legal in the jurisdiction where the activity took place, or any illegal or fraudulent transaction. We may refuse to process any transaction that we believe may violate the terms of this Agreement or transactions that may be fraudulent, illegal, or that may otherwise violate applicable law, rules, or regulations.

When you purchase goods and services using your Card, you authorize us to reduce the value available in your prepaid funds balance or Card Account balance by the amount of the transaction and any applicable fees. At the time of the transaction, you must have sufficient prepaid funds available or we will decline the transaction. Nevertheless, in some instances, transactions may result in a negative balance associated with your Card (for example, if there is a delay with the acquirer submitting the transaction and there are not enough funds in your prepaid funds balance or Card Account balance at the time the transaction is processed, or if fees are assessed to the funds available on your Card and there are not enough funds to cover the assessment). If, at any time, any transaction exceeds the balance of the funds available on your Card, you shall remain fully liable to us for the amount of the transaction(s) and any applicable fees. If your prepaid funds balance or Card Account is zero or a negative balance, we may at our sole option cancel your Card. You agree to correct any negative balances by loading your Card Account with sufficient funds within five (5) days from the date the negative balance arises. If there is a negative balance, any funds subsequently added to the Card Account will first be applied to the negative balance, if any.

If a Card Account balance remains negative for fifteen (15) days, you understand that the funds in any of your Card Accounts issued by the Issuer can be used to cure the negative balance. This means, there is a right to set-off any liability, direct or contingent, past, present or future that you owe against any Card Account. By activating the Card or by retaining, using or authorizing the use of the Card you grant a lien on and a security interest in the funds on deposit in each Card Account as security for all your liabilities and obligations, now or in the future with us. You agree the security interest granted to us is consentual and is in addition to our common law right of set off. Our right of set off and security interest may not apply to your Card to the extent expressly prohibited by applicable law.

If a negative balance is created due to an unauthorized transaction, please refer to the sections of this Agreement titled "Your Liability for Unauthorized Transactions" and "Information About Your Right to Dispute Errors."

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized recurring or regular payments from your Card or Card Account.

#### Cash Access

Using your PIN, you may use your Personalized Card to obtain cash from any ATM or any point-of-sale device provided by a participating merchant that bears the Visa acceptance mark. All ATM transactions are treated as cash withdrawal transactions for the purposes of assessing fees and certain limitations or restrictions, as provided in the Fee Schedule Table above and Card Limitations Table provided at the end of this Agreement. Merchants, financial institutions, and ATM operators may impose additional fees and/or withdrawal limits. You may also obtain cash using your Personalized Card from a bank teller, for an additional fee as set forth in the Fee Schedule Table above.

If you use an ATM, including a balance inquiry (even if you do not complete a withdrawal), you may also be charged a fee or surcharge by the ATM operator. This ATM fee is a third-party fee and is not assessed by us. This ATM fee and other third party fees will be deducted from your Card Account balance.

#### **Card Limitations and Restrictions**

The Card Limitations Tables provided at the end of this Agreement sets forth certain limitations on the number or dollar amount of transactions you can make with your Card. For security reasons, we may further limit the number or dollar amount of transactions you can make with your Card. We may increase or decrease these limits from time to time in our sole discretion and, to the extent permitted by applicable law, rules, or regulations without prior notice to you. However, if limits are raised on one occasion, there is no guarantee that subsequent funding, in any form, in excess of the disclosed limit will be permitted in the future.

Transactions attempted with the Card may be denied if you (i) exceed the transaction limitations described in the Agreement, (ii) do not have adequate funds available in your prepaid funds balance or Card Account, (iii) do not enter the correct PIN, or (iv) we otherwise have reason to believe the transaction is fraudulent or not in compliance with the terms of this Agreement or applicable law, rules or regulations.

## **Returns and Refunds**

We are not responsible for the goods or services purchased with the Card. Exchange or return of merchandise purchased in whole or in part with the Card is governed by the policies of each merchant and applicable law, rules, and regulations. We are not responsible for the return or exchange of any merchandise purchased with the Card. We are not responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card. All disputes relating to purchases must be addressed and handled directly with the merchant from whom those goods or services were provided. If you are entitled to a refund for any goods or services obtained with your Card, the merchant will have the right to provide the refund to you by crediting your Card, and you will not be entitled to receive a cash refund unless offered by the merchant in its sole discretion.

#### Card Valid Thru Date and Card Replacement

The Card is valid and usable until the expiration date embossed on the Card. If you need to replace your Card for any reason, please contact us at 844-586-2040 to request a replacement Card. You will be required to provide personal information to verify your identity, which may include your Card number, full name, transaction history, copies of accepted identification, etc. If you have registered your card, you can request a balance refund for the amount held in your Card Account. There is a fee to reissue a replacement Card and a fee to close your Card Account and issue a paper check for the balance as set forth in the Fee Schedule Table above. If your Card is lost or stolen or used improperly, contact us immediately at 844-586-2040 or via <a href="https://www.CommunityPrepaid.com">www.CommunityPrepaid.com</a> to block your card immediately and follow all instructions detailed. If you call us you will be asked to provide us with the applicable Card number and other identifying information including your original load amount and receipt as well as transaction history. If you provide the requested identifying information and our records show that you have available funds on your lost or stolen Card, we will cancel the Card and refund such available funds to you by sending a replacement Card and deducting the applicable fee set forth in the Fee Schedule Table above.

# **Transactions Made In Foreign Currencies**

If you withdraw your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted into an amount in the currency of your Card by Visa using a rate selected by Visa based on the date the transaction is processed, which may be different than the rate on the date you made the transaction. You will also be assessed a foreign currency conversion fee of 3% of the transaction amount. Transactions made outside of the United States are subject to this conversion fee even if the transactions are completed in U.S. currency. The above fees are in addition to any fees or other amounts charged by the merchants, financial institutions, or ATM operators or networks, or other third parties involved in your transaction.

#### Receipts

You are entitled to a receipt at the time you make a transaction using your Card in accordance with all Visa bylaws, operating regulations, or all other rules, guidelines, policies and procedures promulgated by Visa (collectively the "Visa Rules") and federal law. However, in accordance with the Visa Rules, some merchants may not be required to provide a receipt for small dollar purchases. You are responsible for retaining, verifying, and reconciling your transactions and receipts.

## **Card Account Balance/Periodic Statements**

You are responsible for keeping track of the available balance of your Card Account. Merchants generally will not be able to determine your available balance. You may obtain information about the amount of money you have remaining in your prepaid account, along with a twelve (12) month history of account transactions, which is available from us online at www.ComunityPrepaid.com or by calling 844-586-2040. If your Card is registered with us, you also have a right to obtain at least twenty-four (24) months of written Card Account transactions by writing to Cardholder Services, 7700 Mineral Point Rd, Madison WI 53717. You will not be charged a fee for the written history unless you request it more than once per month. See the Fee Schedule Table above for information about the fees described in this section.

You will not automatically receive paper statements.

#### Confidentiality

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

- 1. Where it is necessary for completing transactions or otherwise as necessary to fulfill our obligations under this Agreement;
- 2. In order to verify the existence and condition of your Card for a third party, such as merchants;
- 3. In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- 4. If you consent by giving us your written permission;
- 5. To our employees, auditors, or attorneys as needed;
- 6. To our service providers who administer the Cards to permit them to complete such services, such as data processing, records management, collections, and other services;
- 7. In order to prevent, investigate, or report possible illegal or fraudulent activity; or
- 8. As otherwise permitted by applicable law, rules or regulations.

# **Our Liability for Failure to Complete Transactions**

If we do not properly complete a transaction to or from your Card in the correct amount according to our Agreement with you, in certain circumstances we will reimburse you for losses or damages required by law. However, there are some exceptions. We will not be liable, for instance:

- 1. If you do not have enough prepaid funds available to complete the transaction;
- 2. If a merchant refuses to accept your Card;
- 3. If an ATM 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 prepaid funds balance or Card Account balance has been blocked after you reported your Card lost or stolen;
- 6. If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- 7. If we have reason to believe the requested transaction is unauthorized;
- 8. If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- 9. Any other exception stated in this Agreement, or to comply with applicable law, rules, or regulations.

# Your Liability for Unauthorized Transactions

Except as otherwise stated herein, you are responsible for all transactions initiated through the use of your Card, including any PIN-based transactions, any transactions initiated by presenting the Card number only and any authorized transactions initiated by someone else. Notify us AT ONCE if you believe your Personalized Card, Registered Temporary Card or Card Account login information has been lost or stolen or if you believe that a transaction has been made without your permission. If Your Card is lost or stolen, you can block it online at www.CommunityPrepad.com, or by calling us at 844-586-2040.

If your Card is registered and you notify us within two (2) business days after you learn of the loss or theft of your Card or Card Account login information, your losses will be limited to \$50 or such other amount provided by law, if your Card Account suffers losses of at least that amount due to unauthorized usage. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your Registered Temporary or Personalized Card or your Card Account Access Information, and you suffer losses due to unauthorized usage, then you may be liable up to \$500, or such other amount provided by law, if such losses could have been prevented had you timely notified us. Also, if your statement shows transfers you did not make, including those made with a Registered Temporary Card, Personalized Card, code or other means, notify us at once. If you do not notify us within 60 days from the earlier of the date you electronically access your Card Account, if the unauthorized transfer could be viewed in your electronic history, or the date we sent the FIRST written history on which the unauthorized transfer appeared, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had timely notified us. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods, in our sole discretion or as required by law or rule. If your Card has been lost or stolen, once notified, we will close your Card Account to keep losses down and will send a replacement card. There is a fee for replacing your Card. For information about the fee, see the Fee Schedule Table above. You may have additional rights under the Visa Zero Liability policy described below, and in some instances such rules provide that you will not be liable for unauthorized use of your Card.

If you have not successfully registered your Card you are liable for ALL transactions that have taken place on your Card.

#### **Warning Regarding Unverified Prepaid 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 errors regarding your Card. To register your account, go to www.CommunityPrepaid.com. We will ask you for identifying information about yourself (including your full name, address, date of birth, and government-issued identification number) so that we can verify your identity.

#### Visa Zero Liability

Upon your successful registration of your Card, your Card Account is covered by Visa Zero Liability Protection. Under Visa Zero Liability Protection, your liability for unauthorized Visa transactions on your Card is \$0 if (a) you notify us promptly at the address and phone number listed in the "Contract Information" section below, and (b) you are not grossly negligent and have not acted fraudulently in the handling and use of your Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or unauthorized use of your Card. You also agree to cooperate completely in attempts to recover funds from unauthorized users and to assist in their prosecution.

Zero liability applies to purchases made in the store, over the telephone or made online. If your Registered Temporary Card or Personalized Card is lost or stolen, you will not be responsible in the event of unauthorized purchases provided that the following conditions are met:

- 1. Your Card is in good standing under Visa Rules;
- You have exercised reasonable care in safeguarding your Registered Temporary Card or Personalized Card from any unauthorized use.
   Unauthorized use means that you did not provide, directly, by implication or otherwise, the right to use your Registered Temporary Card or Personalized Card and you received no benefit from the "unauthorized" purchase (failure to register certain Cards will be considered as not safeguarding your Card);
- 3. You have not reported two or more unauthorized events in the past 12 months.

Visa Zero Liability Protection covers U.S. issued cards only; and does not apply to ATM transactions, PIN transactions not processed by Visa, or certain commercial card transactions. Individual provisional credit amounts are provided on a provisional basis and may be withheld, delayed, limited, or rescinded based on factors such as gross negligence or fraud, delay in reporting unauthorized use, investigation and verification of claim and account standing and history. You must notify us immediately of any unauthorized use. The transaction(s) at issue must be posted to your account before provisional credit may be issued. If you have not successfully registered your Temporary Card as described above, your Card is not eligible for Visa Zero Liability Protection.

# Information About Your Right to Dispute Errors

In case of errors or questions about your Registered Temporary Card or Personalized Card, call us at 844-586-2040 or write us at Cardholder Disputes, 7700 Mineral Point Rd, Madison WI 53717 as soon as you can, if you think an error has occurred in your Card Account. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You will need to tell us:

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

If you provide this information orally, 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 ten (10) business days of hearing from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this and your Card is registered with us, we will provisionally credit your Card Account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and you do not provide it within ten (10) business days, we may not credit your Card.

For errors involving new accounts, point-of-sale (POS), or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Card accounts, 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 the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting the phone number or address shown at the beginning of this section. If you need more information about our error-resolution procedures, call 844-586-2040 or visit www.CommunityPrepaid.com.

It is important to register your prepaid account as soon as possible. To register your account, go to <a href="www.CommunityPrepaid.com">www.CommunityPrepaid.com</a>. 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.

If you have not registered your Card you do not have the right to dispute a transaction and are not covered under this Section.

#### **Disclaimer**

OTHER THAN AS EXPRESSLY SET FORTH HEREIN, ISSUER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, RELATED TO THE CARD, PREPAID FUNDS BALANCE, CARD ACCOUNT BALANCE, CARD ACCOUNT, AND SERVICES PROVIDED UNDER THIS AGREEMENT, AND ISSUER EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, AVAILABILITY, AND NON-INFRINGEMENT. THE CARD, CARD ACCOUNT, AND SERVICES ARE PROVIDED SOLELY ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT THE CARD, CARD ACCOUNT, AND SERVICES MAY NOT BE AVAILABLE, UNINTERRUPTED, SECURE, ACCURATE, COMPLETE, ERROR FREE, OR COMPATIBLE WITH YOUR HARDWARE OR SOFTWARE PLATFORMS. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS PROVIDED FOR LOSS OF DATA, PERFORMANCE, OR REVENUE, OR FOR FAILURE TO FUNCTION PROPERLY OR MEET YOUR NEEDS. ISSUER DOES NOT WARRANT OR GUARANTEE ACCESS TO CARD ACCOUNTS OR ASSOCIATED NETWORKS AND HAVE NO LIABILITY FOR ANY DOWN-TIME OF SERVERS RELATED TO PROCESSING OF TRANSACTIONS. NO WARRANTY OF ANY KIND IS PROVIDED REGARDING THE MERCHANT WITH WHOM YOU USE THE CARD, OR THE PRODUCTS AND SERVICES PURCHASED WITH THE CARD. YOU MAY NOT RELY ON ANY REPRESENTATION OR WARRANTY REGARDING ISSUER, SERVICERS, THE CARD, PREPAID FUNDS BALANCE, CARD ACCOUNT, BALANCE, CARD ACCOUNT, OR SERVICES FROM ANY THIRD PARTY. WITHOUT LIMITING THE FORGOING AND SPERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (WHETHER OR NOT ARISING OUT OF CIRCUMSTANCES KNOWN OR FORESEEABLE TO US) SUFFERED BY YOU OR ANY THIRD PARTY IN CONNECTION WITH THE CARD OR OUR SERVICES DESCRIBED IN THIS AGREEMENT.

# **Address or Name Changes**

You are responsible for notifying us of changes in your mailing address, email address or telephone number within two (2) weeks of the change. Any written communications with you will be only by use of the most recent mailing address, email address and telephone number that you provided and you agree that any notice or communication sent to the mailing address, email address or telephone number noted in the account records shall be effective unless a notice is received from you. Failure to promptly notify us of changes in your contact information may result in information being mailed or delivered to the wrong person or your transactions being declined. Any notice given by us shall be deemed given to you if mailed to you at the last U.S. mailing address furnished by you for the Card Account. You agree that you do not change your address to a non-U.S. address.

# **Authority to Contract**

You represent and warrant to us that (i) you are not disqualified or otherwise prohibited by law from entering into a legally binding contract; (ii) you are at least 18 years of age or, if you reside in a state where the age of majority is over 18 years of age, you have reached the minimum age required to enter into a legally binding contract; (iii) you are a U.S. citizen or alien residing in the United States or its territories; (iv) you have provided us with a verifiable U.S. street address (not a P.O. Box); and (v) the personal information that you provide to us in connection your registration is true, correct and complete in all respects. If any information you provide to us changes after registration, you agree to notify us of the change promptly.

#### **Unclaimed Property**

If there is no record of Card activity for an extended period of time, applicable escheat state law may require the Bank to report the balance on the Card as unclaimed property. If this occurs, we may try to locate the owner of the Card at the address shown in our records. If we are unable to locate you, we may be required to deliver any value remaining on the Card to the state as unclaimed property.

# **Items that May Affect Your Card**

If we are served with any legal process which affects the Card, we may, without liability, suspend transactions on the Card which we believe to be affected thereby until final determination of such legal proceeding or appropriate resolution of the adverse claim, even though the suspension of payment may have been due to inadvertence, error on account of similarity of names of account owners, or other mistake. Should we be served with garnishment in the name or names of any joint Card owner, you agree that our remittance of any amounts constitutes an authorized withdrawal as provided herein. We shall not be liable for any damages to you by reason thereof, provided that we acted in good faith. Attachments, garnishments, levies and the like shall be subject to fees assessed by us and our security interest and right of set off. You acknowledge and agree that we may collect fees associated with the processing of these orders from the Card for a period of up to six (6) months. Fees may apply; see the Fee Schedule Table.

# Other Miscellaneous Terms

This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions, including without limitation the Visa Rules. Not all services described in this Agreement are available to all persons or at all locations. Any offer of service in this Agreement shall be deemed void where prohibited.

Your Card and your obligations under this Agreement may not be assigned by you to anyone else. Any attempt to the contrary shall be null and void. This Agreement shall be binding on you, your executors, administrators, and any permitted assigns. We may transfer or assign our rights, or delegate any or all of our obligations, under this Agreement.

From time to time, the Card service may be inoperative, and when this happens, you may be unable to use your Card or obtain information about your Card balance. Please notify us immediately if you have any problems using the Card. You agree and accept that we are not responsible for any interruptions of service.

We do not waive our rights by delaying or failing to exercise them at any time. To the extent permitted by law, 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 Card Account. 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, the validity or enforceability of any other provision of this Agreement shall not be affected. To the fullest extent possible, any such provision shall be deemed to be modified so as to be rendered enforceable or valid; however, if such provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable. This Agreement will be governed by the law of the State of Wisconsin except to the extent governed by federal law. Any actions or proceedings with respect to this Agreement or any services provided under this Agreement shall be brought only before a federal or state court of competent jurisdiction in Wisconsin.

# **Consent to Electronic Delivery of Card Account information**

By registering your Card, you consent to electronic delivery of account information. You may revoke this consent at any time by sending an email to CommunityPrepaid@BankersBank.com and stating that you no longer wish to receive account information electronically. You may also send a letter revoking consent to:

Cardholder Services Bankers' Bank 7700 Mineral Point Rd Madison WI 53717

#### Amendment and Cancellation

We may amend or change the terms of, or add new terms to this Agreement at any time by giving you notice, except as required by applicable law, rules, or regulations. However, if the change is made for security purposes, we can implement such change without prior notice, unless and until the change is made permanent and would no longer jeopardize the security of an account or electronic fund transfer system, at which time we will provide you notice. We may cancel or suspend your Card, Card Account, or this Agreement at any time. You may cancel this Agreement by returning the Card to us. In addition, we may suspend, cancel, add, modify, or delete any feature offered in connection with your Card or Card Account at our sole discretion at any time, with or without cause, and without giving you notice, subject to applicable law, rules, and regulations.

We may close or suspend your Card or temporarily or permanently or limit specific activities the Card can perform at any time upon suspecting or observing potentially fraudulent activity or activity otherwise prohibited by this agreement. If your Card is registered, in the event that Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you. The unused balance will be returned via a check to the mailing address we have in our records, unless we have reason to believe you have engaged in fraudulent or illegal activity. For security purposes, you may be required to supply identification and address verification documentation prior to being issued a refund. In the event this Card program is cancelled, closed, or terminated, we will send you prior notice in accordance with applicable law. The notice will contain specific information and instructions, including how and when you may receive a refund of any remaining Card Account balance. The time frame for processing and delivery of any refund depends on the method you select to receive it. Refund delivery methods may include, but not be limited to, mailing a paper check to you (allow 7-10 days for processing and delivery). There is a check fee associated with receiving your balance refund (see the Fee Schedule Table for additional details). The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00. Any termination of this Agreement will not affect any of our rights or your obligations that arose under this Agreement prior to termination.

#### Communications

If you provide us with your mobile phone number or contact us from your mobile number, you expressly agree that you are providing this phone number for us or any third party acting on our behalf to contact you at this number. You agree that we may use this phone number to contact you for any business purpose about your Card or Card Account and you agree to be responsible for any fees or charges you incur as a result of providing this information. You may request this number not be used. We may offer options that allow you to receive or access text messages or other electronic communications from your mobile phone. By enrolling for these types of communications, you understand and agree to be responsible for any fees or charges you incur as a result of this enrollment. You agree that we may contact you from time to time regarding your Card Account in any manner we choose unless the law says we cannot. For example, we may contact you by mail, telephone, email, fax, recorded message, text message, by using an automated dialer device. We may contact you at home, at your place of employment, on your mobile telephone, at any time including weekends and holidays, at any frequency and leave prerecorded messages or messages with others. When we attempt to contact you, we may identify ourselves, our relationship and our purpose for contacting you even if others might hear or read it. Our contacts with you about your Card Account are not unsolicited. We may monitor or record any conversation or other communication with you.

# **Telephone Monitoring/Recording**

From time-to-time, we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law, rules, or regulations.

#### **Card Limitations Table:**

# **Personalized Cards - Transaction Limits Table**

| Transaction Type                        | Defined Time Frame                                   | Amount   |
|---|--|--|
| Maximum Card Balance                    | Maximum Allowable Card Balance                       | \$10,000   |
| Load                                    | Daily Maximum Direct Deposit Limit                   | \$5,000  |
| Load                                    | Monthly Maximum Direct Deposit Limit                 | \$10,000   |
| Cash Withdrawal                         | Daily Maximum Cash Withdrawal Limit;                 | \$500<br>Up to 3 withdrawls in a rolling<br>24 hour period |
| Cash Withdrawal                         | Monthly Maximum Cash Withdrawal Limit                | \$2,000  |
| Signature, Online and PIN POS Purchases | Daily Maximum Signature, Online, and PIN POS Limit   | \$2,500  |
| Signature, Online and PIN POS Purchases | Monthly Maximum Signature, Online, and PIN POS Limit | \$10,000   |

#### Contact Information

For customer service or additional information regarding your Card, please contact us at CommunityPrepaid@BankersBank.com or by calling 844-586-2040. Interactive Voice Response (IVR) and live customer service agents are available to answer your calls during the hours of 8AM to 5PM CST Monday through Friday.

Use the 'Contact Us' feature from any of the following locations: cardholder website at CommunityPrepaid.com.

# Error resolution:

Cardholder Disputes 7700 Mineral Point Rd Madison, WI 53717

Issuing Bank Mailing Address: Bankers' Bank 7700 Mineral Point Rd Madison, WI 53717