## ITS PAYROLL PREPAID CARDHOLDER AGREEMENTIMPORTANT TERMS AND CONDITIONS - PLEASE READ CAREFULLY

# NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION UNLESS YOU OPT-OUT AS DETAILED IN THE ARBITRATION SECTION BELOW.

- 1. Terms and Conditions. By activating the Card, using, or authorizing the use of the Card, you represent and warrant to us that: (i) you are a U.S. citizen or legal alien residing in one of the 50 states or the District of Columbia; (ii) the personal information that you provide to us in connection with the Card is true, correct, and complete; and (iii) you received a copy of this Agreement and agree to be bound by and to comply with its terms, including the Arbitration Provision set forth below. This agreement outlines the terms and conditions, governing your use of the ITS Payroll Visa Prepaid Card ("Card") issued by Central National Bank, Enid, Oklahoma, Member FDIC and supersedes any terms and conditions that you may have previously received (the "Agreement"). PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE.
- 2. Definitions. "Account Number" means the 14 digit number used to identify your Card Account. Our "Business Days" are Monday through Friday excluding certain federal holidays. "Card" means the ITS Payroll Visa Prepaid Card issued to you. "Card Account" means the records we maintain to account for your available funds and transactions made using your Card. "Card Number" is the 16-digit number embossed on your Card. "You" and "your" mean the person to whom the Card Account is registered and who is authorized to use the Card as provided by this Agreement. "We", "us", "our" and "Bank" means Central National Bank, its successors and assigns. "Servicer" means ITS which functions as a Card distributor and servicer on behalf of the Bank. "Employer" means the employer you work for.
- 3. Fee Schedule. All fees assessed by us are deducted from the available balance in your Card Account. If your Card Account does not have sufficient funds available to cover a fee, the amount of such fee will be deducted from any funds subsequently loaded to your Card Account. The fees that apply to your Card Account are as follows:

Maintenance	Monthly Fee (Fee is charged thirty (30) days after the card activation date.)	\$1.00
Add Money	Direct Deposit or Retail Load (Retailer may charge a fee)	No fee
Spend or Withdraw Money	Purchases/Returns/Denials and Cash Back (select "Debit" and enter your PIN to get cash back when making purchase at a retailer)	No fee
	ATM Withdrawal (domestic)*	No Fee
	ATM Withdrawal (international) [Individual ATM owners or networks may charge additional amounts]*	\$3.50
	Cash withdrawal from a bank teller	No fee
	ATM Decline	\$0.60
	Transfers (Transfers to another ITS card) or (Card to Bank Account)	\$1.00
	Bill Pay (ACH Debit)	\$1.00
Get Information	Customer Service- mobile app/Web/IVR/text (carrier charges may apply)	No fee
	Customer Service-Live Operator**	\$2.00
	Online at www.itsmypayroll.com	No fee
	ATM Balance Inquiry	\$0.60
Other Fees	Additional Card	\$5.00
	Card Replacement	\$5.00
	Paper Statement (upon request)	\$10.00
	Transaction History (Website or IVR)	No Fee
	Balance Refund Check	\$10.00

<sup>\*</sup> The owners of ATMs or other networks may impose an additional charge to use their terminals and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. Such other fees and charges also will be deducted from your Card Account.

<sup>\*\*</sup> This charge does not apply to requests for statements or to the dispute of unauthorized transactions.

- 4. Prepaid Account Description. The Card is a reloadable prepaid card. The Card allows you to access funds loaded or deposited to your Card Account by you or on your behalf. Your Card Account does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. You will not receive any interest on the funds in your Card Account. The funds in your Card Account will be insured to the maximum limit provided by the Federal Deposit Insurance Corporation (FDIC) provided we have been able to fully verify your identity. Your funds will never expire, regardless of the expiration date on the front of your Card. The Card is not transferable, may not be returned and, subject to applicable law, may be cancelled, repossessed or revoked at any time without prior notice.
- 5. Non-Personalized Cards. If your ITS Payroll Visa Prepaid Card is a non-personalized card (i.e. your name does NOT appear on the front), your card is an instant issue card. If you make or receive a load of funds to your non-personalized ITS Payroll Visa Prepaid Card, you agree that we may provide you with a new ITS Payroll Visa Prepaid Card bearing your name and activate it, your non-personalized Prepaid Card will be cancelled and any remaining funds in your ITS Payroll Visa Prepaid Card account will be accessible through your new ITS Payroll Visa Prepaid Card bearing your name. If you fail to activate your new ITS Payroll Visa Prepaid Card bearing your name within thirty (30) calendar days we will assume you no longer wish to have a ITS Payroll Visa Prepaid Card and will cancel your non personalized ITS Payroll Visa Prepaid Card.
- **6. Verification of Identity.** The USA PATRIOT Act is part of a federal law (the Bank Secrecy Act) that requires all financial institutions to obtain, verify and record information that identifies each person who opens a Card Account. What this means for you: When you open a Card Account, we require your name, physical address, and date of birth and other information that will allow us to reasonably identify you. We may also ask to see your driver's license, Social Security card, or other identifying documents at any time. Upon successful verification, you will be able to use your Card via the methods detailed within this Agreement.
- 7. Activating and Signing your Card. Before you can use your Card, you will need to activate it by following the activation instructions accompanying your Card. You should also sign the back of the Card where indicated. Write down the Card Number and the toll-free number on a separate piece of paper in case the Card is lost or stolen. We reserve the right to delay activation and use of the Card for up to twenty-four (24) hours. During activation or any Customer Service call, we may request that you provide the card security code printed on the front and/or back of your Card, as well as additional identification information including, but not limited to, your name, your address, home phone number, date of birth, zip code, and a form of identification.
- 8. Card Account Access. Subject to the limitations set forth in this Agreement, once your Card has been successfully activated and your identity verified, you may use your Card, Card Number, or Account Number, as applicable, to facilitate payment instructions that you give us that can include: (1) add funds to your Card Account (see section below labeled "Adding Funds to Your Card Account"), (2) purchase goods or services wherever Visa debit cards are accepted (see section below labeled "Using Your Card to Get Cash"), (4) the payment of bills directly from your Card Account in the amounts and on the days you request (see section below labeled "Using Your Card Account to Pay Bills") and (5) transfer funds between Card Accounts or from your Card Account to your bank account, as long as you do not exceed the value available in your Card Account. Some of these services may not be available at all terminals. If your card is an instant issue card as described above, your card may be used at merchants for PIN based purchases not requiring a signature. There may be fees associated with some of these transactions. For fee information, see the Fee Schedule above.

Each time you use the Card, you authorize us to reduce the funds available in your Card Account by the amount of the purchase or withdrawal in addition to any applicable fees, costs or holdings. There is no credit line associated with your Card. This means that at the time of the transaction you must have sufficient funds available in your Card Account to pay for the transaction and any applicable fees and you are never allowed to exceed the available balance in your Card Account. Nevertheless, if you exceed the available balance you shall remain fully liable to us for the amount of the transactions and any applicable fees and charges. We may deduct the negative balance owing from any current or future funds loaded to your Card Account or any other account you activate or maintain with us. If your Card Account has a zero or negative balance, we may, at our option, cancel your Card Account without notice. You can get a receipt at the time you initiate a transaction and you should retain the receipt to verify your transactions. Some merchants may not provide paper receipts for small dollar transactions.

**9. Limitations on Frequency and Dollar Amounts of Transactions.** We impose certain limitations on the number or dollar amount of transactions you can make with your Card. Detailed at the end of this Agreement is a table of limitations that apply to the 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, without prior notice to you.

- 10. Adding Funds to Your Card Account. Adding funds is referred to as "loading". You may load funds to your Card Account at any time, subject to the limitations in this Agreement. All loads are subject to anti-fraud verification procedures that may delay access to the funds. You agree to present the Card and meet identification requirements to complete load transactions as may be required from time to time. We also reserve the right to reject any requests to load funds to your Card Account. All loads must be made in U.S. dollars. Payroll checks, personal checks, cashier's checks, and money orders may be loaded to the Card at the discretion of the Bank. These funds can also be applied towards any negative balance at the discretion of the Bank. Money orders and cashier's checks may be used to add funds to your account through participating GreenDot and Western Union reload network locations (see www.greendot.com or www.westernunion.com for participating merchant locations). You cannot load funds to your Card Account at any ATMs. Funds may be loaded to your Card Account through the following means:
- **10.1 Cash Loads:** You may add funds to your Card Account by presenting cash and the Card at participating GreenDot and Western Union reload network locations (see www.greendot.com or www.westernunion.com for participating merchant locations). Cash load services and products are provided by third parties. Even though we may allow use of load services to add money to your Card Account, we do not provide these services and are not responsible for any service issues that arise with them, except as otherwise stated in this Agreement. Use of a load service is subject to the terms and conditions established by the provider of such load service. Although we do not charge any fees in connection with cash loads to your Card Account, the third parties providing such load services may charge a load fee.
- 10.2 Direct Deposit: Funds may be loaded to your Card Account by direct deposit from a third party payer (including all or part of your paycheck or any federal or state government benefit or payment). To arrange for direct deposit, you may need to provide the payer our bank routing number and your Account Number. A direct deposit form is available on our website (see the section below entitled "Contact Information"). Your payer may also have a form you can use. If your Account Number does not appear on the back of your Card or is not provided to you along with your Card, you may obtain this information by contacting us by phone or logging in to our website once your Card has been activated (see the section below entitled "Contact Information"). The 16-digit Card Number embossed on your Card should not be used for initiating direct deposits or your deposits will be rejected. Our bank routing number and your assigned Account Number are to be used only for the purpose of initiating direct deposits to your Card Account from domestic payers and authorized ACH debit transactions.

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, the person or company making the deposit may tell you every time they send us the money. You may also check your account history by logging into your account on the ITS MyMobile App or online at itsmypayroll.com and setup alerts to be notified when your money is available or by calling us to find out whether or not your direct deposit load has been received (see the section below entitled "Contact Information").

You agree that only direct deposits in your name or the name of someone for whom you have the legal authority to accept funds will be loaded to the Card. All direct deposits in the name of anyone else may be declined and returned. The only Federal payments that may be deposited to this card are Federal payments for the benefit of the cardholder. If we discover that a direct deposit in the name of someone else was successfully loaded to your Card, we may deduct the amount of the deposit and return it. You should check with your payer to determine the effective date for any direct deposit they send to your Card Account. You may not use the Bank's routing number and your assigned Account Number in connection with the creation and/or negotiation of any financial instruments, such as checks.

- 11. Personal Identification Number ("PIN"). You will be asked to create a PIN when you activate your Card. Your PIN is a security feature which will be needed for certain transactions including cash withdrawals and certain purchase transactions. It identifies you as the proper user of the Card and authorizes transactions that you make with the Card. You should never write your PIN on your Card, do not keep it with your Card, and do not reveal it to any unauthorized person. You should contact us immediately if you believe that anyone has gained unauthorized access to your PIN. You should not reveal the PIN to anyone and you assume full responsibility for any and all PIN transactions. If you believe that your PIN has been stolen and that unauthorized transactions are occurring on your Card, please contact us immediately at the number on the back of your Card so that we may close the Card and issue you a new Card. If you lose or forget your PIN, you may visit our website, mobile app, or call us (see the "Customer Information" section below) to reset your PIN. Our customer service agents cannot access or communicate your current PIN.
- 12. Using Your Card for Purchases. You can use your Card to purchase goods and services everywhere Visa debit cards are accepted. The maximum amount of purchases you may make on a daily basis is described in the section below entitled "Card Limitations". If you do not have enough funds available in your Card Account for the entire purchase, you can instruct the merchant to charge part of the purchase to your Card Account and pay the remaining amount with other funds. These are called split transactions and some merchants do not permit them. If you use your Card Number or Account Number without presenting your Card (such as for mail order, telephone or Internet purchases), the legal effect will be the same as if you used the Card itself.

- 13. Using Your Card to Get Cash. You may use your Card and PIN to obtain cash at ATMs displaying the network acceptance marks shown on the back of your card or at merchants that have agreed to provide cash back at POS terminals bearing an acceptance mark that is shown on the back of your card. The maximum amount of cash you may withdraw at an ATM on a daily basis is described in the section below entitled "Card Limitations". Merchants, banks and ATM operators may impose additional withdrawal limits. See the Fee Schedule above for information on the fees we assess for cash withdrawal and balance inquiry transactions.
- **14. Using Your Card Account to Pay Bills.** You may use the iPay online bill pay service to make one-time or recurring bill payments to merchants on your behalf from the funds available in your Card Account. The maximum amount of bill payments you may initiate on a daily basis is described in the section below entitled "Card Limitations". Please visit our website at itsmypayroll.com and log in for additional terms and enrollment instructions for the iPay bill pay service.

### 15. Your Duties as a Cardholder.

As a cardholder, you acknowledge and agree to the following:

- You must have a sufficient balance on your Card to pay for each transaction and all applicable fees. If you attempt a transaction for more than the available balance on your Card, the transaction may be declined.
- You agree that we may deduct the amount of your transactions and applicable fees, and any other amount you owe us in connection with any Card usage, directly from your Card.
- You must pay us immediately on demand if, for any reason, your Card does not have a sufficient balance to cover the amount of a transaction and amounts owed to us.
- You will take reasonable steps to protect the security and confidentiality of your PIN, Card, and any other security information used to access your Card Account, including user names and passwords (collectively "Access Information").
- You will notify us right away if you believe your Card or Access Information has been lost or stolen or that someone has used or may use your Card or Access Information without your permission.
- You are responsible for tracking your Card's available balance, including all transactions and account balances.
- **16. Our Liability for Failure to Complete Transactions.** If we do not complete a transfer to or from your Card Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages proximately caused by us. However, there are some exceptions. We will not be liable, for instance:
  - If, through no fault of ours, you do not have enough money in your Card Account to make the transfer.
  - If the automated teller machine where you are making the transfer does not have enough cash.
  - If the electronic terminal where you attempted to make the transaction was not working properly and you knew about the breakdown when you started the transfer.
  - If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the transfer, despite reasonable precautions that we have taken.
  - If a merchant refuses to accept your Card;
  - If access to your Card has been blocked after you reported your Card or PIN lost or stolen;
  - If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
  - If we have reason to believe the requested transaction is unauthorized:
  - There may be other exceptions stated in our agreement with you.
- 17. Limitations on Use. You may not use the Card for any illegal or restricted transaction. Your transaction may be denied if you (1) exceed the transaction limitations described in this Agreement, (2) do not have adequate funds available in your Card Account for the transaction, (3) do not enter the correct PIN, or (4) we otherwise have reason to believe the transaction is fraudulent or not in compliance with the terms of this Agreement. Except as otherwise stated in this Agreement, you do not have the right to stop payment on any purchase or withdrawal originated through your Card.
- **18. Merchandise Returns**. PLEASE BE AWARE OF THE MERCHANT'S RETURN POLICIES PRIOR TO COMPLETING THE TRANSACTION. If you wish to return any merchandise purchased with the Card, you will be subject to the merchant's return policies. The Servicer, the Bank, the card network and their affiliates, employees, and agents are not responsible for the services or merchandise purchased with the card. The Bank is not responsible for the return or exchange of merchandise purchased with the card. By use of this Card, you, the cardholder, agree that the Bank is not liable for any consequential damages, direct or indirect. 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. If the merchant agrees to issue a credit to the Card, such funds may not be available for up to seven (7) business days.

- **19. No Warranty Regarding Goods and Services**. Except as expressly otherwise provided in this Agreement, we make no representations or warranties of any kind to you, whether express or implied, and, therefore, we are not responsible or liable to you for the quality, safety, legality, or any other aspect of any goods or services purchased from any merchant with your Card. If you have a dispute with a merchant, you agree to settle the dispute directly with the Merchant.
- **20. Foreign Transactions**. If you make a withdrawal or transaction in a currency other than in U.S. Dollars, the amount deducted from your funds will be converted to U.S. dollars 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 could also be assessed a foreign exchange fee of 1% of the transaction amount for any international ATM withdrawals by the ATM owner or card network as described in the Fee Schedule above.
- **21. Account Information and Periodic Statements.** You may obtain information about the amount of money you have remaining in your Card Account by calling 866-977-3974. This information along with a 60-day history of account transactions is also available online by accessing the ITS MyMobile App or the itsmypayroll.com cardholder website. You also have the right to obtain a 60-day written history of account transactions by calling 866-977-3974 or by writing us at ITS Payroll Prepaid Program at P.O. Box 3003, Enid, OK 73702. There is a fee for obtaining a written history (see Schedule of Fees above for fee information).

#### 22. Visa Zero Liability.

In addition, your Card is covered by Visa Zero Liability Protection. Under Visa Zero Liability, your liability for unauthorized Visa transactions on your ITS Payroll Visa Prepaid Card is \$0 if you notify the Servicer promptly and you are not grossly negligent or fraudulent in the handling of your ITS Payroll Visa Prepaid Card. You will not be liable for unauthorized use that occurs after you notify the Servicer of the loss, theft or unauthorized use of your Card. You also agree to cooperate completely with the Servicer in attempts to recover funds from unauthorized users and to assist in their prosecution. If your ITS Payroll Visa Prepaid Card is lost or stolen, the Servicer will not hold you responsible for "unauthorized purchases" if certain conditions are met.

Zero liability applies to purchases made in the store, over the telephone or made online. As a Visa cardholder you will not be responsible in the event of unauthorized purchases provided that the following preconditions are met:

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

Zero Liability 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 by the Servicer 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 the Servicer immediately of any unauthorized use. The transaction(s) at issue must be posted to your account before provisional credit may be issued. If your card is an instant issue card as described above, your card is not eligible for Visa Zero Liability Protection. Your instant issue card is eligible for the error resolution process described in section twenty-five (25) of this cardholder agreement.

If Visa Rules are changed to affect your liability, those changes will become applicable to your transactions under this Agreement upon notice to you as provided by law.

23. Your Liability for Unauthorized Transactions, Lost or Stolen Card. 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. If you believe your Card or Access Information has been lost or stolen, call the number or write to the address listed in the "Contact Information" section below. You should also call the number or write to the address listed in the "Contact Information" section below if you believe a transfer has been made using the information from your Card or Access Information without your permission.

Tell us AT ONCE if you believe your Card or Access Information has been lost or stolen or if you believe that a transaction has been made without your permission. Your card can be marked lost or stolen via ITS My Mobile App, online at <a href="https://www.itsmypayroll.com">www.itsmypayroll.com</a> or by telephoning us are the best ways to minimize your possible losses. You could lose all the money in your account. If you tell us within two (2) business days after you learn of the loss or theft of your Card or Access Information you can lose no more than \$50 if someone used your Card or Access Information without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your Card or Access Information, and we can prove that we could have stopped someone from using your Card or Access Information without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers you did not make, including those made by Card, code or other means, tell us at once. If you do not tell 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 told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. You may have additional rights under the Visa Zero Liability policy described above, and in some instances such rules provide that you will not be liable for unauthorized use of your Card.

- **24. Card Security**. This Card may be used without a personal identification number (PIN) to make purchases. Therefore, if you lose your Card, someone will be able to use it. Protect your Card and PIN at all times.
- 25. No Warranty of Availability or Interrupted Use. 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. By use of the Card, you agree and accept that we are not responsible for any interruption of service.
- **26. Error Resolution**. In Case of Errors or Questions About Your Payroll Card Account Telephone us at 866-977-3974 or Write us at P.O. Box 3003, Enid, OK 73702 or email us using the 'contact us' page from ITSmypayroll.com or using the ITS mymobile App or email us at customerservice@cnb-ok.com as soon as you can, if you think an error has occurred in your payroll card account. We must allow you to report an error until 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 we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 866-977-3974 or writing us at P.O. Box 3003, Enid, OK 7370. You will need to tell us:

Your name and [payroll card account] number.

Why you believe there is an error, and the dollar amount involved.

Approximately when the error took place.

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally 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 provisionally 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 new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

If you need more information about our error-resolution procedures, call us at 866-977-3974, or visit itsmypayroll.com.

- 27. Recurring Transactions. If you intend to use the Card for recurring transactions, you should monitor your balance and ensure you have funds available in your Card 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 Card Account to cover the transaction. If these recurring transactions may vary in amount, the person you are going to pay should tell you, 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 told us in advance to make regular payments (i.e., Recurring Transactions) from your Card Account, you can stop the payment by notifying us orally or in writing 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 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, and we do not do so, we will be liable for your losses or damages. If you have authorized a merchant to make the recurring payment, you should also contact the applicable merchant in order to stop the transaction.
- 28. Address or Name Changes. You are responsible for notifying us of changes in your mailing address, email address or telephone number within two 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 we may accept changes of address from the U.S. Postal Service. You also agree that if you attempt to change your address to a non-U.S. address, your Card Account may be cancelled and funds returned to you in accordance with this Agreement.

- **29. Unclaimed Property**. If there is no record of Card activity for an extended period of time, applicable 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.
- 30. Changing the Terms and Conditions, Amendment and/and Cancellation. We may change the terms of, or add new terms to, these Terms and Conditions at any time, or close or suspend your Card Account, with or without cause, and without giving you notice, except as otherwise required by applicable law. Further, if the change is made for security reasons, we can implement the change without prior notice. Any changes to the Terms and Conditions are maintained online after logging into your Card account and replace any previous Agreement of this Card. In addition, we may suspend, cancel, add, modify or delete any feature offered in connection with your Card at our sole discretion at any time, with or without cause, and without giving you notice, subject to applicable law. If we cancel your Card, any available funds remaining on the Card upon such cancellation, after payment of all applicable charges and fees, will be returned to you unless we have reason to believe you have engaged in fraudulent or illegal activity. You may cancel this Agreement by telephoning or writing us and you may be charged a Balance Refund Check fee (see Schedule of Fees above). Upon cancellation, you will no longer be able to use the Card and it should be destroyed. A paper check for the balance remaining in your Card Account less any applicable Balance Refund Check Fee will mailed to you. Your cancellation of the Agreement will not affect any of our rights or your obligations that arose prior to the cancellation.
- 31. Communications: If you provide us with your mobile phone number or contact us from your mobile number, you express 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 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.
- **32.** Transactions Where Funds May Be Held Until Settlement. To use your Card at a gas station it is recommended that you pay inside. Paying inside will avoid having an additional portion of your Card balance (up to \$75.00) held and unavailable for use for a period of time after the use of the Card at the pump. Certain merchants, such as hotels and car rental agencies may cause an "authorization" or a "hold" on your available balance for up to 90 days for an amount of funds above the actual transaction amount to ensure that there are adequate funds available for the purchase. You are only charged the actual amount of the purchase at the time the transaction is settled, but a portion of your funds may be unavailable prior to settlement. Lastly, certain merchants may authorize/approve an amount as high as 25% above the actual purchase price; this is done to take into account tip/gratuity. Please be advised that while this additional amount may be unavailable for up to ninety (90) days, your Card will only be charged the actual amount of the purchase at the time the transaction is settled. Please note that we may not manually release authorizations without a certified letter or fax from the merchant. In addition, if you commence a purchase and the merchant obtains an authorization, and then you cancel the purchase without completing it, the authorization may result in a temporary hold for that amount of funds for 10 days, or longer in some cases.
- 33. Card Valid Thru Date. The Card is valid and usable until it is past the expiration date embossed on the Card. If there is a balance remaining after the expiration date, for a period of 24 months, or longer where required by law, you may call our customer service center at the number on the back of your card and request that the remaining balance be transferred to a new Card or

refunded to you. There may be a fee to reissue a replacement card and a Refund Balance Check fee to close your Card Account and issue a paper check.

- **34. Refusal of Card**. We are not responsible or liable to you if any merchant refuses to honor the Card or for any other problems you may have with any merchant. If a merchant fails to honor the Card, please call the customer service number to report the incident.
- **35. Data Protection and Privacy**. The Bank knows that your privacy is very important. As such, safeguarding your privacy will always be one of our highest priorities. A copy of the Bank's Privacy Policy is included in your card packaging. Please review it. It may also be found on the cardholder website along with a copy of these Terms and Conditions. If you have any concerns about our policy, please contact us at the Contact Information listed below. We reserve the right to modify or supplement our Privacy Policy at any time. Our Privacy Policy is posted on the cardholder website and you agree to review it on at least an annual basis. We will disclose information to third parties about your account or the transfers you make: (i) Where it is necessary for completing transfers or (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant or (iii) In order to comply with government agency or court orders, or (iv) If you give us written permission.
- **36. Governing Law/Jurisdiction**. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Oklahoma, without regard to principles of conflict of laws. 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 Oklahoma.
- **37. Void Where Prohibited**. 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.
- **38. Non-Assignability**. You may not assign or transfer this Agreement or any of your rights or obligations under this Agreement. Any attempt to the contrary shall be null and void. This Agreement shall be binding on you, your executors, administrators, and any permitted assigns.
- **39. Entire Agreement**. This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersede any prior or contemporaneous understandings or agreements with respect to their subject matter.
- **40. Severability**. If any of the terms of this Agreement are invalid, changed by applicable law or declared invalid by order of court or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.
- **41. Waiver.** We do not waive our rights by delaying or failing to execute them at any time. To the extent permitted by law and as permitted by the Arbitration section below, 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 a court finds any provision of this Agreement invalid or unenforceable, such finding shall not make the rest of this Agreement invalid or unenforceable. To the fullest extent possible, any such provision shall be deemed to be modified so as to be rendered enforceable or valid; however, if such provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- 42. Arbitration of Claims. NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION UNLESS YOU OPT-OUT AS DETAILED IN THE ARBITRATION SECTION BELOW.

READ THIS ARBITRATION PROVISION. UNLESS YOU ACT PROMPTLY TO REJECT THE ARBITRATION PROVISION BY OPTING OUT IN ACCORDANCE WITH PARAGRAPH b, CAPTIONED "OPT-OUT PROCESS," THE ARBITRATION PROVISION WILL BE PART OF THIS AGREEMENT AND WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION. IN THE EVENT OF A DISPUTE.

a. *General:* This Arbitration Provision describes when and how a Claim (as defined below) may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the arbitrator. The arbitrator will issue a final and binding decision resolving the dispute(s), which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. As solely used in this Arbitration Provision, the terms "we," "us" and "our" mean not just Central National Bank & Trust Company but also our parent companies, subsidiaries, affiliates, successors, assigns and any of these entities' employees, officers, directors and agents.

- b. Opt-Out Process. If you do not want this Arbitration Provision to apply, you may reject it by mailing us a written opt out notice which contains your Card Account number, your name and address and a signed statement that you opt out of the Arbitration Provision of this Agreement. The opt out notice must be sent to us by mail at the address shown in Contact Information. (You should retain a copy of your opt-out notice and evidence of mailing or delivery.) An opt out notice is only effective if it is signed by you and if we receive it within thirty (30) days after the date you received this Agreement. Indicating your desire to opt-out of this Arbitration Provision in any manner other than as provided above is insufficient notice. Your decision to opt out of this Arbitration Provision will not have any other effect on this Agreement and will not affect any other arbitration agreement between you and us, which will remain in full force and effect. If you don't reject this Arbitration Provision, it will be effective as of the date you received this Agreement.
- c. What Claims Are Covered: "Claim" means any claim, demand, dispute or controversy between you and us that in any way arises from or relates to your Card Account (whether past, present or future). For purposes of this Agreement, the term "Claim" shall have the broadest possible meaning. Despite the foregoing, "Claim" does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court.
- d. **Starting or Electing to Require Arbitration:** Either you or we may start an arbitration of any Claim or require any Claim to be arbitrated. Arbitration is started by initiating an arbitration or required by giving written notice to the other party requiring arbitration. This notice may be given before or after a lawsuit has been started over the Claim and may address any Claims brought in the lawsuit, provided that a party may not pursue a Claim in a lawsuit and then seek to arbitrate that same Claim unless the other party has asserted another Claim in the lawsuit or an arbitration. The notice may be in the form of a motion or petition to compel arbitration. Arbitration of a Claim must comply with this Arbitration Provision and, to the extent not inconsistent or in conflict with this Arbitration Provision, the applicable rules of the arbitration Administrator.
- e. **Choosing the Administrator:** "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614, www.jamsadr.com, or any other company selected by mutual agreement of the parties. If AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The party asserting the Claim (the "Claimant") may select the Administrator. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that purports to override the Class Action Waiver.
- f. Court and Jury Trials Prohibited; Other Limitations on Legal Rights: IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR AND OUR ABILITY TO OBTAIN INFORMATION FROM THE OTHER PARTY IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.
- g. Prohibition Against Certain Proceedings: IF YOU OR WE ELECT TO ARBITRATE A CLAIM: (1) NEITHER YOU NOR WE MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, DEFENDANT OR CLASS MEMBER; (2) NEITHER YOU NOR WE MAY ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN AN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION, OR MULTIPLE-PARTY ARBITRATION.
- h. Location and Costs of Arbitration: Any arbitration hearing that you attend in person must take place at a location reasonably convenient to you, as determined by the arbitrator. Each Administrator charges fees to administer an arbitration proceeding and the arbitrator also charges fees. This includes fees not charged by a court. If either you or we require a Claim to be arbitrated, you may tell us in writing that you cannot afford to pay the fees charged by the Administrator and/or the arbitrator or that you believe those fees are too high. If your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the Administrator and/or arbitrator. Also, we will pay these fees if applicable law requires us to, if you prevail in the arbitration or if we must bear such fees in order for this Arbitration Provision to be enforced. We will not ask you to pay or reimburse us for any fees we pay the Administrator or arbitrator. We will bear the expense of our attorneys, experts and witnesses. You will bear the expense of your attorneys, experts and witnesses if we prevail in an arbitration. However, if you are the Claimant, we will pay your reasonable attorney, expert and witness fees and costs if you prevail or if we must bear such fees and costs in order for this Arbitration Provision to be enforced. Also, we will bear any fees and costs if applicable law requires us to do so.
- i. Governing Law: This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"), and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the

substantive law that would apply if the action were pending in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

- j. **Rules of Interpretation:** This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision also is binding upon and benefits us. This Arbitration Provision shall survive the repayment of all amounts owed under this Agreement, any legal proceeding and any bankruptcy, to the extent consistent with applicable bankruptcy law. This Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other terms of this Agreement, on the other hand, this Arbitration Provision shall govern.
- k. **Severability:** If any portion of this Arbitration Provision is deemed invalid or unenforceable, such a finding shall not invalidate any remaining portion of this Arbitration Provision, this Agreement, or any other agreement entered into by you with us. However, notwithstanding any language in this Arbitration Provision or this Agreement to the contrary, the Class Action Waiver is not severable from the remainder of this Arbitration Provision and, in the event that the Class Action Waiver is held to be invalid and unenforceable, and subject to any right of appeal that may exist with respect to such determination, any class action or representative proceeding shall be determined in a court of law and will not be subject to this Arbitration Provision.

This Card is issued by Central National Bank of Enid, Oklahoma, Member FDIC, pursuant to a license by Visa® U.S.A. Inc. Visa® is a registered trademark of Visa® U.S.A. Inc.

### 43. Card Limitations

<u>Type</u>	<u>Limit /Day</u>	<u>Limit/ Month</u>
	Card Loading	
Direct Deposit	No limit	
Retail Cash Loading Networks	\$1,500 -or- 4/day	\$5,000 -or- 20/month
Other Proprietary Cash Loading	\$1,000/ trans -or-3/day	
	Transfers**	
Card 2 Card	\$500	\$1,000/week
Card 2 Bank**	\$2,500	\$9,000/week
	Getting Cash	
ATM WDLS**	\$2,500	\$9,000/week
Cash Advance at a Bank Teller**	\$2,500	\$9,000/week
	Spending Money	
Retail Purchases**	\$2,500	\$9,000/week
Online or Telephone Purchases**	\$600	\$9,000/week
BillPay**	\$2,500	\$9,000/week

<sup>\*\*</sup>Card to Bank Transfers, ATM Withdrawals, and Retail Purchases have a \$2,500 per rolling 24 hour aggregate limit and \$9,000 per rolling 7 day period limit.

#### 44. Contact Information

Use the 'Contact Us' feature from any of the below locations.

ITS MyMobile, available for download from your app store on your smart device.

Cardholder Website: www.itsmypayroll.com

Customer Service: 866-977-3974

In Writing to: ITS Payroll Prepaid Program PO Box 3003 Enid, OK 73703